

**GOVERNMENT OF THE DISTRICT OF COLUMBIA
PUBLIC EMPLOYEE RELATIONS BOARD**

**In the Matter of
FRATERNAL ORDER OF
POLICE/DEPARTMENT OF
CORRECTIONS
LABOR COMMITTEE,
711 4th St., NW
Washington, D.C. 20001
Tel: (202) 737-3505**

A labor organization

Complainant,

v.

**DISTRICT OF COLUMBIA
DEPARTMENT OF CORRECTIONS,
an agency of the Government of the
District of Columbia; ANTHONY A.
WILLIAMS, Mayor of the Government
of the District of Columbia,
1923 Vermont Ave., NW
Washington, D.C. 20001
Tel: (202) 673-2300**

Respondents

PERB Case No. 02-U- 18

**THE RESPONDENT'S ANSWER TO
UNFAIR LABOR PRACTICE COMPLAINT**

The Respondent, the District of Columbia Department of Corrections (Respondent DOC) and Anthony A. Williams, Mayor of the Government of the District of Columbia (Respondent Mayor), (jointly referred to herein as "the Respondents") by and through their representative, the District of Columbia Office of Labor Relations and Collective

Bargaining (OLRCB), hereby answer the allegations in the above-referenced Complaint as follows:

1. The Respondents deny the allegations and legal conclusions contained in Paragraph 1.
2. Paragraph 2 is a prayer for relief for which no Answer is required. To the extent an Answer is required, the Respondents deny the allegations and legal conclusions contained in Paragraph 2.
3. The Respondents admit the allegations in Paragraph 3.
4. The Respondents admit the Respondent DOC is a subordinate agency within the executive branch of the government of the District of Columbia under the personnel authority of the Mayor; that the Respondent DOC manages and operates correctional facilities located in the District of Columbia, that it formerly had facilities in Lorton, VA; that Odie Washington is an agent and representative of the Respondent DOC; and that Respondent DOC's address is 1923 Vermont Avenue N.W., Washington, D.C. 20001, telephone number (202) 673-2300. The Respondent denies all other allegations in paragraph 4.
5. The Respondents admit the allegations in Paragraph 5.
6. The Respondents deny the allegations in Paragraph 6, specifically the Respondents deny that a working conditions agreement exists between the Parties. Public Employee Relations Board Case No. 01-U-07 directly relates to the purported existence of a collective bargaining agreement between the parties. That matter is pending before the Public Employee Relations Board

7. Respondents admit that William H. Dupree was duly installed as Chairman of the FOP/DOC Labor Committee on June 1, 2000 and has been recognized by Respondents as the principal representative of FOP/DOC Labor Committee for all matters under the Comprehensive Merit Personnel Act. The Respondents are without direct knowledge as to the expiration date of his term of office.
8. Respondents admit that the parties have executed ground rules for the working conditions negotiations but deny all other allegations and legal conclusions contained in Paragraph 8.
9. Respondents deny the allegations contained in Paragraph 9, specifically the Respondents deny that there exists an arbitration agreement between the Complainant and the Respondents. Further, the parties have tentatively agreed to a nearly complete working conditions agreement before August 2001. The parties have failed to execute a collective bargaining agreement due to the Complainant's refusal to yield on a permissive subject of bargaining
10. The Respondents deny the allegations and legal conclusions contained in Paragraph 10. Moreover, the Respondents have continuously engaged in good faith bargaining concerning reductions-in-force at the D.C. Department of Corrections.
11. The Respondents deny the allegations and legal conclusions contained in Paragraph 11.
12. The Respondents deny the allegations and legal conclusions contained in Paragraph 12.

13. The Respondents deny the allegations and legal conclusions contained in Paragraph 13.
14. The Respondents deny the allegations and legal conclusions contained in Paragraph 14.
15. The Respondents deny the allegations and legal conclusions contained in Paragraph 15.
16. The Respondents deny the allegations and legal conclusions contained in Paragraph 16.
17. The Respondents deny the relief requested in Paragraph 17 are appropriate remedies based on the facts alleged in this Complaint.
18. The Respondents admit the allegations contained in Paragraph 18.

AFFIRMATIVE DEFENSES

FIRST DEFENSE

19. No current working conditions collective bargaining agreement exists between the Complainant and the Respondent DOC. The Complainant's representation, therefore, is inaccurate. The document attached and labeled by the Complainant as "Exhibit A" is not a valid, executed collective bargaining agreement. That Agreement was signed by the Teamsters Local 1714, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers, a predecessor labor organization, and the Department of Corrections of the District of Columbia Government. Exhibit B purports to be a signed agreement between the Complainant and the District of Columbia, Department of Corrections. However, that agreement is null and void, since it was never ratified by the Mayor of

District of Columbia or his or her designee as required by D.C. Official Code 1-617.15(a). Further, there is no evidence the alleged signature on Exhibit B is a representative of the D.C. Department of Corrections.

SECOND DEFENSE

20. The Respondents have engaged in good faith bargaining as evidenced by the fact that the parties have tentaitvely agreed to a nearly complete collective bargaining agreement, except that the Complainant refuses to execute the Agreement unless the Respondent agrees to Complainant's proposal on a permissive subject of bargaining.

THIRD DEFENSE

21. There is currently no arbitration procedure in existence between the Respondent and the Complainant.

FOURTH DEFENSE

22. The Complaint fails to allege conduct that constitutes an unfair labor practice under the laws of the District of Columbia.

FIFTH DEFENSE

22. The Complainant has raised allegations that are merely speculative and not ripe for adjudication in any event, particularly since the Parties are currently engaged in bargaining.

MOTION TO DISMISS

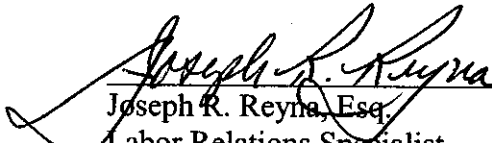
23. The Respondents respectfully request that the Public Employee Relations Board dismiss the Complaint for, *inter alia*, failure to state a claim and ripeness.

WHEREFORE, the Respondents respectfully request that the Public Employee Relations Board dismiss Complainant's Unfair Labor Practice Complaint with prejudice.

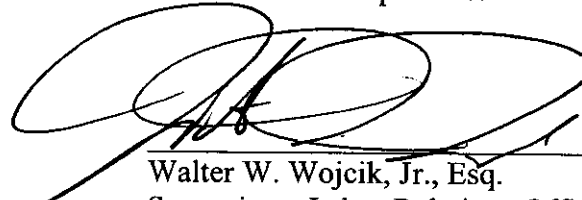
Respectfully submitted this 15th day of May, 2002.

For the Petitioner:

D.C. OFFICE OF LABOR RELATIONS AND
COLLECTIVE BARGAINING
441 4th Street, NW, Suite 200 South
Washington, DC 20001
Tel.: (202) 724-4953
FAX: (202) 727-6887



Joseph R. Reyna, Esq.
Labor Relations Specialist



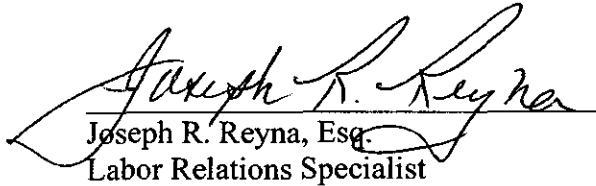
Walter W. Wojcik, Jr., Esq.
Supervisory Labor Relations Officer

Mary E. Leary, Attorney
Director

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the Responent's Answer in Case No. 02-U-18 was served upon the below listed representative of the Complainant on this 15th day of May 2002 by facsimile and first class mail, postage prepaid:

James F. Wallington, Esq.
Baptiste & Wilder, P.C.
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Labor Relations Specialist

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**GOVERNMENT OF THE DISTRICT OF COLUMBIA
PUBLIC EMPLOYEE RELATIONS BOARD**

In the Matter of:

FRATERNAL ORDER OF POLICE/
DEPARTMENT OF CORRECTIONS
LABOR COMMITTEE, a labor organization;

Complainant,

v.

DISTRICT OF COLUMBIA DEPARTMENT
OF CORRECTIONS, an agency of the
Government of the District of Columbia;
ANTHONY A. WILLIAMS, Mayor of the
Government of the District of Columbia,

Respondents.

PERB Case No. 02-U- 18

UNFAIR LABOR PRACTICE COMPLAINT

Complainant Fraternal Order of Police/Department of Corrections Labor Committee ("FOP/DOC Labor Committee"), a labor organization, files the following unfair labor practice complaint, pursuant to D.C. Code § 1-605.2(3) and PERB Rule 520, against the District of Columbia Department of Corrections ("DC DOC"), its agents and representatives, and against Anthony A. Williams, in his capacity as Mayor of the Government of the District of Columbia, and his agent, the Office of Labor Relations and Collective Bargaining, for violations of D.C. Code § 1-617.04(a)(1), (3) and (5). Complainant alleges as follows:

Summary of Unfair Labor Practices

1. Respondent Mayor Anthony A. Williams and his agents and representatives, including but not limited to, DC DOC Director Odie Washington and DC OLRCB Director Mary E. Leary, have interfered with, restrained and coerced DC DOC bargaining unit employees in the exercise of rights guaranteed under D.C. Code § 1-617.06, discriminated in regard to the terms and conditions of employment of bargaining unit employees in order to discourage membership in the FOP/DOC Labor Committee and engaged in bad faith bargaining with the representatives of Complainant regarding: (1) impact and effects bargaining regarding Reductions-In-Force, conducted March 22, 2002, previously scheduled for effectuation on April 3, 2002 and announced on April 19, 2002; (2) continued bad faith bargaining with regard to Working Conditions Agreement negotiations, adversely affecting bargaining unit employees in their terms and conditions of employment in violation of D.C. Code § 1-617.04(a)(1),(3) and (5).

2. Complainant requests remedy, pursuant to D.C. Code § 1-617.13, including, but not limited to an order requiring Respondents to bargain with FOP/DOC Labor Committee on the noncompensation terms and working conditions bargaining and bargaining with regard to the impact and effect of reductions-in-force; direct compliance by Respondents, its agents and representatives with the provisions of D.C. Code § 1-617.06; an order that Respondents cease and desist from conduct prohibited by D.C. Code § 1-617.04(a)(1), (3) and (5) and make Complainant and all adversely affected bargaining unit employees whole for adverse

economic effects suffered as the result of Respondents' violations of D.C. Code § 1-617.04(a)(1), (3) and (5).

Parties

3. Complainant Fraternal Order of Police/Department of Corrections Labor Committee ("FOP/DOC Labor Committee") is a labor organization certified to represent a unit of employees employed by the District of Columbia Department of Corrections ("DC DOC") pursuant to D.C. Code § 1-617.10 on January 12, 1994 in PERB Case No. 93-R-04, Certification No. 73. The current address and telephone number of FOP/DOC Labor Committee is 711 4th Street, N.W., Washington, D.C. 20001, telephone number (202) 737-3505.

4. Respondent District of Columbia Department of Corrections is a subordinate agency within the executive branch of the Government of the District of Columbia under the administrative control of Mayor Anthony A. Williams. Respondent DC DOC manages and operates correctional facilities located within the District of Columbia and formerly within the County of Fairfax, Commonwealth of Virginia. Agents and representatives of Respondent DC DOC include, but are not limited to, Odie Washington, Director. The current address and telephone number for Respondent DC DOC, and its agents and representatives, is 1923 Vermont Avenue, N.W., Washington, D.C. 20001, telephone number (202) 673-2300.

5. Respondent Anthony A. Williams, Mayor of the Government of the District of Columbia, has an office address at 1300 Pennsylvania Avenue, N.W.,

Washington, D.C. 20005. By Mayor's Order 2001-168 and Mayor's Order 2001-169, issued on November 14, 2001, the Office of Labor Relations and Collective Bargaining ("OLRCB") and Mary E. Leary, Director, were authorized as having "a direct relationship" as agents and representatives of Mayor Anthony A. Williams for the purpose of representing the Mayor's policy position in critical labor, collective bargaining and arbitration matters, including those involving threatened service disruptions, contract administration, and matters before the PERB. See, 48 D.C. Reg. 10795-10797 (November 23, 2001). OLRCB and its Director Mary E. Leary maintain offices at Judiciary Square, 411 4th Street, N.W., Suite 800 South, Washington, D.C. 20001, telephone number (202) 724-4953.

Facts Constituting Unfair Labor Practices

6. Complainant FOP/DOC Labor Committee and Respondent DC DOC are parties to a current collective bargaining agreement governing the working conditions of nonsupervisory employees of the Department of Corrections pursuant to the certification of January 12, 1994, referenced above. The terms of the current Working Conditions Agreement are set out in Exhibit A, appended to this Complaint entitled, "Agreement Between Fraternal Order of Police and the Government of the District of Columbia Department of Corrections" and in Exhibit B appended to this Complaint entitled, "Memorandum of Understanding between District of Columbia Department of Corrections and FOP/DOC Labor Committee," dated December 20, 1994. See, PERB Case No. 94-U-14, Opinion No. 419 (April 24, 1995).

7. On June 1, 2000, William H. Dupree was duly-installed as Chairman of FOP/DOC Labor Committee for a term of office through May 31, 2002 and has been recognized by Respondent DC DOC and Respondent Mayor Williams as the principal representative of FOP/DOC Labor Committee for all matters within the scope of D.C. Code § 1-617.11 and other relevant provisions of the Comprehensive Merit Personnel Act ("CMPA").

Refusal to Bargain Regarding Working Conditions

8. On December 15, 2000, FOP/DOC Labor Committee and OLRCB entered into a written agreement regarding Ground Rules for Working Conditions Negotiations. See, Exhibit C attached to this Complaint. Since at least February, 2001 and through the date of this Complaint and continuing thereafter, Respondents have engaged in a continuing pattern of unlawful surface-bargaining, without intention to reach a complete written Agreement on working conditions as a successor to the Agreement attached as Exhibits A and B to this Complaint. Such conduct includes, but is not limited to, refusal to conduct face-to-face negotiating sessions, in breach of the negotiating ground rules, with representatives of FOP/DOC Labor Committee as evidenced by correspondence exchanged between February 26, 2002 and April 15, 2002 between Michael Jacobs of OLRCB and FOP/DOC Labor Committee Chairman William H. Dupree, attached as Exhibit D to this Complaint. Such unlawful conduct also includes a refusal to respond to negotiating proposals advanced by FOP/DOC Labor Committee as shown by such

correspondence and other competent evidence. See also, Record in PERB Case No. 01-U-07. Such continuing unfair labor practices remain unremedied.

9. Respondents are engaged in bad faith bargaining and a refusal to enter into a written Working Conditions Agreement in order, among other unlawful motives, to attempt to avoid an obligation to engage in binding arbitration of disputes with employees in the FOP/DOC Labor Committee bargaining unit. Such motivation is evidenced by a complete, unilateral abrogation and repudiation of all prior arbitration agreements between Respondents and FOP/DOC Labor Committee. See, Record in PERB Case No. 01-U-07. Respondents, including Mayor Williams, unlawfully contend that all FOP/DOC Labor Committee bargaining unit employees are not entitled to resolve any grievance or dispute over breach of the Working Conditions Agreement, including discipline or non-compliance with Reduction-In-Force procedures, because it is asserted by OLRCB Director Leary that no "current" arbitration Agreement exists between Respondent and FOP/DOC Labor Committee. Such a complete, unsubstantiated repudiation of an integral, statutory term and condition of collective bargaining is inherently destructive of the rights provided to the employees represented by FOP/DOC Labor Committee, pursuant to D.C. Code §1-617.06.

Refusal To Bargain Over Impact And Effects Of RIFs

10. Respondents DC DOC and Mayor Williams have been in continuous violation of D.C. Code § 1-617.04(a)(1), (3) and (5) with regard to bargaining obligations relating to impact and effects of reductions in force announced and

conducted since March 25, 2001. See, Hearing Examiner Report and Recommendation in PERB Case Nos. 01-U-21, 01-U-28 and 01-U-32. Such unfair labor practices remain unremedied.

11. Such bad faith refusals to bargain continue with regard to Reductions-In-Force announced and conducted between February, 2002 and April 30, 2002.

12. Conduct engaged in by Respondents since February 26, 2002 relating to Impact and Effects bargaining over Reductions in Force includes, but is not limited to, refusals to bargain regarding subjects of health and safety conditions at the D.C. Jail caused by inmate over-crowding and under-staffing of critical posts as a result of the Mayor's order to separate skilled and experienced correctional officers. See, Complaint in PERB Case No. 02-U-05 and record in FOP/DOC Labor Committee, et al. v. Williams, Case No. 02-CV-0046, United States District Court for the District of Columbia. On March 18, 2002, the Mayor's direct representative, Michael A. Jacobs of OLRCB, refused to bargain with FOP/DOC Labor Committee regarding safety issues regarding understaffing of critical posts at the D.C. Jail. Such conduct is also violative of D.C. Code § 1-620.04(a), which mandates programs and procedures of Mayor Williams relating to occupational safety and health management to be appropriate matters for collective bargaining.

13. Such bad faith conduct also includes the refusal of the Mayor's direct representatives at OLRCB to sign a memorandum of agreement with FOP/DOC Labor Committee reached during Reduction-In-Force bargaining. See, Exhibit D, attached hereto, particularly correspondence dated March 21, 2002, March 26, 2002,

April 2, 2002 and April 15, 2002. Such bad faith conduct also includes refusals by the Mayor's direct representatives at OLRCB to schedule bargaining sessions regarding a reduction-in-force announced April 19, 2002 and scheduled for implementation on or about May 24, 2002. Mayor Williams has shown, by the conduct of his direct representatives at OLRCB described herein and in the record of PERB Cases 01-U-16 and 01-U-21, 28 and 32, that he has a complete disregard for the policy of the Comprehensive Merit Personnel Act and, particularly, the provisions of D.C. Code § 1-617.01 (c).

14. By and through the conduct alleged in paragraphs 1, 8, 9, 11, 12 and 13 above, Respondents Mayor Williams and DC DOC have interfered with, restrained and coerced employees represented by Complainant FOP/DOC Labor Committee, including, but not limited to, correctional officers and staff at the D.C. Jail, in the exercise of the rights guaranteed by D.C. Code § 1-617.06 and subchapter XVIII of the CMPA in violation of D.C. Code § 1-617.04(a)(1). Such unlawful conduct is continuing until fully remedied under the CMPA.

15. By and through the conduct alleged in paragraphs 1, 8, 9, 11, 12 and 13 above, Respondents Mayor Williams and DC DOC are discriminating in the tenure of employment and the terms and conditions of employment of correctional officers and staff employed at the D.C. Jail and all other adversely affected bargaining unit employees in violation of D.C. Code § 1-617.04(a)(3). Such conduct is continuing until fully remedied under the CMPA.

16. By and through the conduct alleged in paragraphs 1, 8, 9, 11, 12 and 13 above, Respondents Mayor Williams and DC DOC have failed and refused to bargain in good faith with FOP/DOC Labor Committee as representative of adversely affected bargaining unit employees in violation of D.C. Code § 1-617.04(a)(5) regarding negotiations for working conditions agreements and impact and effects of reductions-in-force. Such unlawful conduct is continuing until fully remedied under the CMPA.

Relief Sought

17. Complainant requests all remedies pursuant to D.C. Code §1-617.13, including, but not limited to, halting all contemplated reductions-in-force as to all adversely affected bargaining unit employees; ordering immediate bargaining with Complainant regarding working conditions and reductions-in-force; ordering Respondents to engage in binding arbitration of disputes in accordance with the arbitration provisions of the current Agreements of Respondents and FOP/DOC Labor Committee, set out in Exhibits A and B attached to this Complaint; making each bargaining unit employee whole for all adverse economic effects suffered as a result of Respondents' violations alleged herein; issuance of an order compelling Respondents, its agents and representatives, to desist from conduct prohibited under subchapter XVIII of the CMPA; requiring the payment of reasonable costs, including attorney fees, incurred by Complainant in this matter, and awarding such other remedies and relief as may be just and proper.

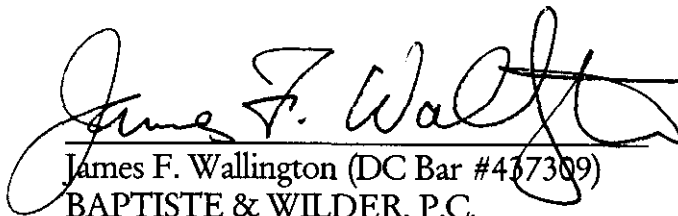
Related Proceedings

18. Complainant FOP/DOC Labor Committee and Respondents Mayor Williams and DC DOC are parties to unfair labor practice proceedings and other proceedings, currently active before PERB in the following cases:

PERB Case No. 00-U-34
PERB Case No. 00-U-36
PERB Case No. 00-U-40
PERB Case No. 01-U-07
PERB Case No. 01-U-16
PERB Case No. 01-U-21
PERB Case No. 01-N-01
PERB Case No. 01-U-28
PERB Case No. 01-U-32
PERB Case No. 02-U-05

Respectfully submitted,

Date: April 30, 2002



James F. Wallington (DC Bar #437309)
BAPTISTE & WILDER, P.C.
1150 Connecticut Ave, N.W., Suite 500
Washington, DC 20036
(202) 223-0723

Attorney for FOP/DOC Labor Committee

CERTIFICATE OF SERVICE

I, James F. Wallington, do hereby certify that I have served the foregoing Unfair Labor Practice Complaint upon representatives of Respondent Mayor Anthony A. Williams and Respondent District of Columbia Department of Corrections, pursuant to PERB Rule 501.16, as indicated below on this 30th day of April 30, 2002.

VIA FIRST CLASS MAIL

Gregory E. Jackson, Esq.
General Counsel
D.C. Department of Corrections
1923 Vermont Avenue, N.W.
Washington, DC 20001

VIA FACSIMILE NO. (202) 727-6887 AND FIRST CLASS MAIL

Mary E. Leary, Esq.
Director, Office of Labor Relations
& Collective Bargaining
441 Fourth Street, N.W., Suite 800 South
Washington, DC 20001

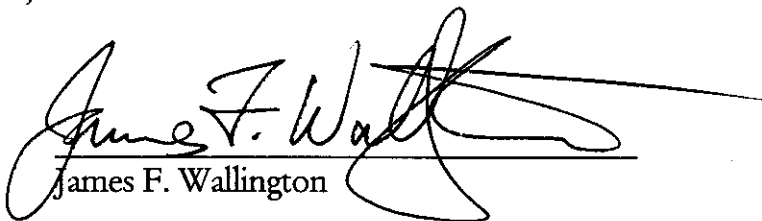

James F. Wallington

EXHIBIT A

***Agreement Between Fraternal Order of Police and the Government of the District of
Columbia Department of Corrections***

AGREEMENT BETWEEN
FRATERNAL ORDER OF POLICE
AND THE
GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF CORRECTIONS

JX-1



EXHIBIT

Agreement Between
Teamsters Local 1714, Affiliated With
The International Brotherhood of Teamsters
Chauffeurs, Warehousemen and Helpers
of America
and the
Government of the District of Columbia
Department of Corrections

EXHIBIT
A

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PREAMBLE

Section 1: This Agreement is entered into between the District of Columbia Government (Employer) and Teamsters Local Union No. 246, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (Union).

Section 2: The parties to this Agreement hereby recognize that the collective bargaining relationship reflected in this Agreement is of mutual benefit and the result of good faith collective bargaining between the parties. Further, both parties agree to establish and promote a sound and effective labor-management relationship in order to achieve mutual understanding of practices, procedures and matters affecting conditions of employment and to continue working toward this goal.

Section 3: The parties hereto affirm without reservations the provisions of this Agreement and agree to honor and support the commitments contained herein. The parties agree to resolve whatever differences may arise between them through the avenues for resolving disputes agreed to through negotiations of this Agreement.

Section 4: It is the intent and purpose of the parties hereto to promote and improve the efficiency and quality of services provided by the Department. Therefore, in consideration of mutual covenants and promises herewith contained, the Employer and the Union do hereby agree as follows:

ARTICLE I

RECOGNITION

The Employer recognizes the Union as the exclusive representative of all employees of the D.C. Department of Corrections excluding managerial employees, confidential employees, supervisors, temporary employees or all employees engaged in personnel work in other than a pure clerical capacity and institution residents (inmates) employed by the Department.

ARTICLE 2

MANAGEMENT RIGHTS

Section 1: Management rights as prescribed in the Comprehensive Merit Personnel Act, Section 1708 (a) and (b), as follows:

- a. to direct employees of the agency;
- b. to hire, promote, transfer, assign and reassign employees in positions within the agency and to suspend, demote, discharge or take other disciplinary action against employees for cause;
- c. to relieve employees of duties because of lack of work or other legitimate reason;

d. to maintain the efficiency of the District Government operations entrusted to them;

e. to determine the mission of the agency, its budget, its organization, the number of employees and the number, types and grades of positions of employees assigned to an organizational unit, work project or tour of duty, and the technology of performing its work, or its internal security practices; and,

f. to take whatever actions may be necessary to carry out the mission of the District Government in emergency situations.

All matters may be deemed negotiable except those that are proscribed in Title 17 of the Act. Negotiations concerning compensation are authorized to the extent provided in Section 1716 of the Act.

Section 2: The parties recognize that such management rights are beyond the scope of collective bargaining unless addressed in a separate Article of this Agreement.

ARTICLE 3

EMPLOYEE RIGHTS

Section 1: The Employer and the Union agree that employees have the right to join, affiliate with, or refrain from

joining the Union. However, all employees will be financially responsible to the Union as provided for in Article 4. The right extends to participating in the management of the Union, or acting as a representative of the Union.

Section 2: The terms of this contract do not preclude any employee from bringing matters of personal concern to the attention of the appropriate officials in accordance with applicable laws, regulations and procedures.

Section 3: An employee may handle his own grievance and/or select his own representative; however, a Union representative may also be present if the Union so desires.

Section 4: It is understood that the employees in the bargaining unit shall have full protection of all articles in this contract as long as they remain in the unit.

Section 5: Supervisors shall not impose any restraint, interference, coercion or discrimination against employees in the exercise of their right to organize and designate representatives of their own choosing for the purpose of collective bargaining, the prosecution of grievances, and labor-management cooperation, or upon duly designated employee representatives acting on behalf of an employee or group of employees within the bargaining unit.

ARTICLE 4

UNION SECURITY AND UNION DUES DEDUCTIONS

Section 1: The terms and conditions of this Agreement shall apply to all employees in the bargaining unit without regard to Union membership. Employees covered by this Agreement have the right to join or refrain from joining the Union.

Section 2: The Employer agrees to deduct Union dues from each employee's bi-weekly pay upon authorization on D.C. Form 277. Union dues withholding notification to the Union and only be cancelled upon written notification to each annual anniversary date (30) days prior to each annual anniversary date of the Employer thirty (30) days prior to each annual anniversary date of this Agreement regardless of the provisions of the DC-277 Form. When Union dues are cancelled, the Employer shall withhold a service fee in accordance with Section 3 of this Article.

Section 3: Because the Union is responsible for representing the interest of all unit employees without discrimination and without regard to Union membership (except as provided in Section 5 below), the Employer agrees to deduct a service fee from each non-union member's bi-weekly pay without a written authorization. The service fee and/or Union dues withheld shall be transmitted to the Union, minus a collection fee of seven cents (7c) per deduction per pay period. Upon showing by the Union that fifty-one percent (51%) of the eligible employees for which it has certification are Union members, the Employer shall begin

withholding, no later than the second pay period after the Agreement becomes effective and the showing of fifty-one percent (51%) is made, a service fee applicable to all employees in the bargaining unit who are not Union members. The service fee withholding shall continue for the duration of this Agreement. Payment of dues or service fee through wage deduction shall be implemented in accordance with procedures established by the Employer and this Article. Employees who enter the bargaining unit where a service fee is in effect shall have the service fee or Union dues withheld within two (2) pay periods of his/her date of entry on duty or execution of DC-277 form authorization, whichever applicable.

Section 4: The service fee applicable to non-union members shall be equal to the bi-weekly union membership dues that are attributable to representation.

Section 5: Where a service fee is not in effect, the Union may require that any employee who does not pay dues or service fee shall pay all reasonable costs incurred by the Union in representing such employee(s) in grievance adverse action proceedings in accordance with provisions of the Comprehensive Merit Personnel Act.

Section 6: The Employer shall be indemnified or otherwise held harmless for any good faith error or omissions in carrying out the provisions of this Article.

Section 7: Payment of dues or service fees shall not be a condition of employment.

ARTICLE 5

UNION-MANAGEMENT MEETINGS

Section 1: It is agreed that the Department and the Union shall meet every two (2) months or as otherwise agreed to by the parties to further labor-management cooperation as a standing Labor-Management Committee. The Department and the Union shall each select seven (7) members and alternates to serve on this Committee.

Section 2: It shall be the function of this Labor-Management Committee to discuss different points of view and exchange views on working conditions, terms of employment, matters of common interest or other matters which either party believes will contribute to improvement in the relations between them within the framework of this Agreement. It is understood that appeals, grievances or problems of individual employees shall not be a subject of discussion at these meetings, nor shall the meetings be for any other purpose which will modify, add to, or detract from the provisions of this Agreement. Other meetings of the Committee may be scheduled as the need arises upon the request of either party at times mutually agreed upon.

Section 3: The employer further agrees that three (3) representatives of the Union and the Department (including the Director or his designee from his office) will meet monthly at each institution as a standing Labor-Management Committee to discuss and review common interests for promoting labor-management cooperation at the institution

level. Other meetings may be held at the institution level when the need arises and as mutually agreed upon by the parties.

Section 4: The Department and the Union agree to exchange agendas of topics to be discussed at least five (5) days in advance of the date set for the meetings. If unusual circumstances or timeliness of events do not allow for discussion of items on the agenda submitted in advance of the meeting, the issues thus presented may either be discussed by both parties or tabled for later discussion by either party.

Section 5: The members of the standing Labor-Management Committee appointed by the Union shall be granted official time to attend the above conference when the conferences occur during the regular working hours of the employees. The Union shall notify the Department at least one (1) day in advance of any scheduled meeting if an alternate will attend in the absence of the appointed member.

Section 6: A brief summary of the matters discussed and any understanding reached will be prepared by the Employer and furnished to the Union prior to the next meeting.

Section 7: The implementation of new policies or procedures which are subject to the provisions of this Agreement shall not be made until prior consultation with the Union.

ARTICLE 6

EQUAL EMPLOYMENT OPPORTUNITY

Section 1: The Department agrees to cooperate in providing equal employment opportunity for all persons, to prohibit discrimination because of age, sex, race, creed, color or national origin and any other statutory prohibitions.

Section 2: The Department agrees to provide the necessary procedures to process complaints of discrimination in accordance with the appropriate legal authority outside the realm of this Agreement. Such appeals/complaints shall be handled exclusively by such authority.

Section 3: The Department and the Union agree that provisions are authorized that provide disciplinary action against supervisors or employees who have been found guilty of discrimination.

Section 4: The Union will be given the opportunity, upon its request, to make recommendations to the Department prior to publication of Equal Employment Opportunity regulations, plans of action, and in the selection of Equal Employment Opportunity Counselors.

Section 5: The Union will assist the Department in supporting the Equal Employment Opportunity Program. The Union will notify the Department and will submit their recommendations to improve the program.

Section 6: Sexual harassment is defined by law and regulations, and use of coercive sexual behavior to control, influence or affect the career, salary or job of an employee is prohibited.

ARTICLE 7

UNION REPRESENTATION

Section 1: The Employer will recognize unit employee representatives (stewards) not to exceed 57, designated as such by the Union, and non-employee Union officials as the duly authorized representatives in permissible Labor-Management business (as defined by this Article) only within the work area and shift designated by the Union and as agreed to by Management.

Section 2: The Union will furnish the Employer, in writing, with the names, shifts and work locations of elected stewards and submit changes as they occur.

a. When a steward who has been designated as such writing is absent from work, the Union may designate alternate to temporarily serve as steward during the absence of the regular steward. The Union will notify the specific supervisor of the designated alternate and the specific time period.

Section 3: Neither the Union nor any employee in bargaining unit shall conduct Union business or carry

Union activities (soliciting members, distributing literature, etc.) on Employer time. Distribution of literature or other contracts pertaining to Union business will be conducted during the non-work time of both stewards and members being contacted. There is to be no interference by unit members in a non-duty status with other employees' performance of official duties during working hours.

Section 4: When it is necessary for contacts to be made between employees and stewards to transact permissible Labor-Management business as defined in this Article, both the steward and the employee shall request approval from their immediate supervisor(s) to be relieved from duty for this purpose. The supervisor(s) shall be informed of the purpose of the request, the employee's destination if he/she is leaving the immediate work area, the amount of time needed and the employee he/she desires to contact. The steward, if eligible to be relieved from duty, shall first notify his/her supervisor that the employee he/she wishes to meet with has also received approval to be relieved from duty. If the request to be relieved from duty is disapproved by either supervisor, another date and time will be arranged that is agreeable amongst all parties. The Employer agrees that permission for a steward to participate in permissible Labor-Management business will not be unreasonably denied, however, the union and employees recognize that workload and scheduling considerations will not always allow for release of employees from their assignments as requested.

Section 5: Stewards will be permitted official time to engage in the following labor-management business:

- a. Assist employees in the preparation and presentation of grievances or appeals;
- b. Arrange for witnesses and to obtain other information or assistance relative to a grievance or arbitration appeal; and,
- c. Consult with department officials as provided in Article 5.

Section 6: The Union agrees that grievances should preferably be investigated, received, processed and presented during the first and last hour of the grievant's scheduled tour of duty, unless otherwise authorized.

Section 7: Only one (1) steward shall be recognized as the representative for each grievance.

Section 8: Official time may be granted upon written request to the appropriate Assistant Director or his/her designee for a designated steward to attend scheduled meetings with management officials outside the Department. Such meetings may include representation of employees in hearings or appeals conducted outside the scope of this Agreement. Permission to attend such meetings shall not be unreasonably denied. However, should time constraints make it impracticable to provide advance written notification, the steward shall obtain verbal permission from the appropriate Assistant Director or his/her designee to attend such scheduled meeting(s). If the Assistant Director or his/her designee is unavailable, the steward shall obtain permission from the appropriate Administrator or Office Chief.

Section 9: The shop steward shall be afforded the opportunity to address unit employees at roll call to explain labor-management business unless conditions in the institution dictate otherwise. Such time shall not exceed five (5) minutes and may be utilized up to three (3) times per week, each shift.

Section 10: Stewards assigned tours of duty other than day shift and scheduled days off shall have their assigned tour of duty and scheduled day off (if applicable) changed to coincide with the time of a grievance hearing. However, no overtime or other such form of compensation shall be allowed for attendance at any such hearing.

Section 11: This Article does not preclude employees from selecting someone other than a Union representative to represent him/her in a grievance, except that no rival organization may represent an employee also that if other than a grievance Procedure, and provided also that if other than a Union representative (excluding management and supervisory officials) is used, a representative of the exclusive organization must be given an opportunity to be present at any meeting held to resolve the grievance.

ARTICLE 8

USE OF OFFICIAL FACILITIES AND SERVICES

Section 1: The Department agrees to permit distribution of notices and circulars sponsored by the Union to all employees in the unit through regular distribution procedure.

dures provided that the Union receives prior approval from the Department.

Section 2: The Department agrees to provide meeting facilities whenever available upon request to the Director of appropriate facility official. Any cost incurred for the cleaning or maintenance of such facilities after such meeting will be borne by the Union.

Section 3: Under no circumstances will Department machinery or supplies be utilized in support of or for internal Union business except as provided elsewhere in this Article.

Section 4: The Department agrees to make every effort to provide a private area for the employee and the steward when engaging in grievance handling pursuant to Article Section 5a. of this Agreement.

Section 5: Two copies of Departmental Service and institutional directives, rules and regulations relative to Unit and conditions of employment will be provided the Union.

Section 6: The Department agrees to designate boards for the exclusive use of the Union in each facility where available, and to provide space on designated boards in appropriate work areas.

Section 7: All material posted on Union bulletin boards shall be readily identifiable as official Union literature by use of official letterhead, logo or signature of the Union official.

ARTICLE 9

EMPLOYEE ROSTERS

Section 1: Upon written request to the appropriate Assistant Director, on an annual basis, the Union will be provided with a list of names, titles and grades of unit employees in each institution or office.

Section 2: On a monthly basis the Union will be provided, by each institution or office, a list of names, titles and grades of unit employees appointed, separated or transferred during the preceding month.

ARTICLE 10

GRIEVANCE PROCEDURE

Section 1: - Purpose and Definition:

The purpose of this grievance procedure is to establish an effective procedure for the fair, expeditious and orderly adjustment of grievances. Only an allegation that there has been a violation, misapplication or misinterpretation of the terms of this Agreement or of the applicable Compensation Agreement or disciplinary actions taken (corrective or adverse actions) shall constitute a grievance under the provisions of this grievance procedure. Any other employee appeals or complaints shall be handled exclusively by the appropriate administrative agency.

Section 2: - Categories:

a. Personal: An individual's grievance. In the case of a grievant proceeding without Union representation, the Union must be given the opportunity to offer its view at a meeting held to adjust the grievance.

b. Group: A grievance involving a number of employees in any subdivision of the Service components: Detention, Correctional, Community, Health, Administrative Educational. A group grievance must contain all the information specified in Step 2 (Section 3) of the grievance procedure. This kind of grievance may be filed at whatever resolution is possible.

c. Class: A grievance involving all the employees in the unit. It must be filed and signed by the Union's Principal Executive Officer or designee at Step 4 of the grievance procedure. Grievances so filed will be processed only if the issue raised is common to all unit employees. A class grievance must contain all information specified in Step 2 (Section 3) of the grievance procedure. The Director, or designee, shall respond in writing within twenty-one days of receipt of the grievance.

Section 3: - Procedure:

a. Step 1: The aggrieved employee, with or without a Union representative, shall orally present and discuss the grievance with the employee's supervisor within ten days of the occurrence of the event giving rise to the grievance or within ten (10) days of the employee's knowledge of such event. The supervisor will make a decision

grievance and reply to the employee and/or his/her representative within five (5) days after oral presentation of the grievance. In unusual circumstances, where the grievant cannot be physically present, a Union representative, authorized in writing by the grievant, may present the grievance at this Step without the grievant present.

b. Step 2: If the grievance is not settled, the employee, with or without his/her Union representative, shall submit a signed, written grievance to the appropriate Administrator or Office Chief within seven (7) days following the supervisor's oral response. This specific Step 2 grievance shall be the sole and exclusive basis for all subsequent steps. The grievance at this and at every further step shall contain:

- (1) A statement of the specific provision(s) of the Agreement alleged to be violated;
- (2) The date(s) on which the alleged violation occurred;
- (3) A brief description of how the alleged violation occurred;
- (4) The specific remedy or adjustment sought;
- (5) Authorization by the employee if a Union representative is desired; and,
- (6) The signature of the aggrieved employee and the Union representative, if applicable, according to the category of the grievance.

c. Should the grievance not contain the required information, the grievant shall be so notified and given five (5) days from receipt of notification to resubmit the grievance. Failure to resubmit the grievance within the five (5) day period shall void the grievance.

d. The Administrator or Office Chief shall respond to the employee in writing within seven (7) days of receipt.

e. Step 3: If the grievance remains unsettled, the employee shall submit the grievance to the appropriate Assistant Director within five (5) days following the receipt of the response of an Administrator or Office Chief. The Assistant Director must respond in writing within seven (7) days of receipt.

f. Step 4: If the grievance remains unsettled, the employee shall submit it to the Director within five (5) days following the receipt of the response of an Assistant Director. Within twenty-one (21) days of receipt the Director shall respond in writing to the grievant.

g. Step 5: If the grievance remains unresolved, the Union, within fifteen (15) days after receipt of the Director's response shall notify the Director and the D.C. Office of Labor Relations and Collective Bargaining (OLRCB) in writing whether the Union intends to request arbitration. The Department agrees to utilize the Grievance Mediation procedure described below on behalf of the employee(s).

Section 4: - Grievance Mediation:

a. The purpose of this Grievance Mediation procedure is to provide on an experimental basis, an innovative method by which the parties may mutually reach satisfactory solutions to grievances prior to the invocation of arbitration. The parties recognize the necessity of carefully considering the circumstances of the particular grievance in deciding whether to utilize this procedure. This experimentation, while broadening the channels of grievance resolution, must comply with District of Columbia laws, rules and regulations and the negotiated grievance procedure and shall only be invoked upon mutual agreement of the parties in writing on a case-by-case basis.

b. - Selection:

(1) Should the parties fail to resolve the grievance utilizing the grievance procedure set forth above (Section 3), the parties may, within ten (10) days after the Union's request for Grievance Mediation pursuant to Step 5 of the grievance procedure, mutually agree to utilize the Mediation process as set forth below.

(2) A joint request shall be submitted to the Federal Mediation and Conciliation Service that Grievance Mediation services be provided. The mediator selected must have demonstrated expertise in public sector labor relations and in Grievance Mediation/Arbitration.

c. - Mediation Procedures:

(1) Each party shall have representation at the mediation session.

(2) The grievant(s) shall be present at the mediation session. In the case of a class or group grievance, a maximum of three (3) grievants shall be present as representatives of the class or group.

(3) The parties shall submit, respectively, a written statement of their positions to the mediator. Oral arguments shall be presented, however, briefs shall not be submitted.

(4) Mediation sessions shall be informal; the rules of evidence shall not apply.

(5) No record of the session shall be made.

(6) During the session, the mediator may meet individually or jointly with participants, however, he/she is not authorized to compel or impose settlement.

(7) The mediation session shall not exceed one (1) day unless the parties agree otherwise.

d. - Mediation Conclusion:

(1) Within ten (10) days of the mediation proceeding termination, the mediator shall render a signed settlement agreement if the parties so settled.

(2) The parties shall sign their respective copies of the settlement agreement and return them to the mediator within five (5) days of its receipt.

(3) Should both parties accept the advisory opinion and/or a settlement, it shall not have precedent setting value unless mutually agreed to on a case-by-case basis.

(4) Should an agreement not be reached by the conclusion of the session, the mediator shall immediately provide an oral advisory opinion which the parties may consider in negotiating an agreement themselves.

(5) Should mediation and any further negotiations among the parties fail to resolve the matter, the arbitration proceedings in accordance with Section 3 may be invoked by the Union within five (5) calendar days of the termination of the Mediation session.

(6) The mediator shall be barred from arbitrating the grievance in a subsequent arbitration proceeding or testifying in a subsequent arbitration proceeding.

(7) Documentation pertaining solely to the Mediation Process including evidence, settlement offers or the mediator's advisory opinion shall be inadmissible as evidence in any arbitration proceeding.

(8) The fees and expenses of the mediator shall be shared equally by the parties.

Section 5: - Arbitration:

a. The parties agree that arbitration is the method resolving grievances which have not been satisfactorily resolved pursuant to the Grievance Procedure or Grievance Mediation.

b. If both parties agree, disputes of arbitrability shall be heard in a separate hearing prior to a hearing on the merits. When the demand for arbitration is received by the Department and the OLR CB, if management asserts nonarbitrability, the Union will be notified that management believes the issue is not arbitrable. If both parties agree to the process, the OLR CB will then request from the Federal Mediation and Conciliation Service (FMCS) a separate panel of five (5) arbitrators who have dates available within three (3) weeks of the date of the request. The panel shall include any of the arbitrators on the list for arbitration the merits, per Section 5.d. The parties shall select an arbitrator from this panel to hear only the arbitrability of the grievance from this panel to hear only the arbitrability of the grievance. The hearing on the arbitrability issue shall take place within three (3) weeks after the request for a panel and before the hearing on the merits. The hearing on the arbitrability issue shall be concluded in one (1) day and the arbitrator shall render an oral decision at the conclusion of the hearing. The cost of this arbitration proceeding shall be shared equally between the parties.

c. If the parties proceed beyond Section 5.b. (arbitrability) above, and the parties fail to agree on a joint statement of the issue(s), each party shall submit a separate statement of the issue(s).

of the issue(s), to be determined in arbitration pursuant to the voluntary labor arbitration rule of the Federal Mediation and Conciliation Service (FMCS).

d. Within ten (10) days after the Director and the D.C. Office of Labor Relations and Collective Bargaining have received the request for arbitration, the Union shall request the FMCS to refer a panel of seven (7) impartial arbitrators. Upon receipt of the FMCS panel the parties will select one (1) of the arbitrators. If the parties cannot agree to one (1) of the names on the list, each party will alternately strike a name from the panel until one (1) remains. If, before the selection begins, none of the arbitrators are acceptable, a new panel shall be sought.

Section 6:

a. The arbitrator shall hear and decide only one (1) grievance appeal in each case unless substantially similar issues are involved. In such circumstances cases shall be consolidated for arbitration upon agreement of the parties.

b. The hearing shall not be open to the public or persons not immediately involved unless all parties agree to such. All parties shall have the right, at their own expense, to legal and/or stenographic assistance at this hearing.

c. The arbitrator shall not have the power to add to, subtract from or modify the provisions of this Agreement in arriving at a decision on the issue(s) presented and shall confine his/her decision solely to the precise issue(s)

submitted for arbitration.

d. The arbitrator shall render his decision in writing, setting forth his/her opinion and conclusions on the issues submitted within thirty (30) days after the conclusion of the hearing or, within thirty (30) days after the arbitrator receives the parties' briefs, if any, whichever is later. The decision of the arbitrator shall be binding upon both parties and all employees during the life of this Agreement.

e. A statement of the arbitrator's fee and expenses shall accompany the award. The fee and the expenses of the arbitrator shall be shared equally by the parties.

f. Appeals of the arbitration awards shall be made in accordance with District of Columbia law (D.C. Code Section 1-605.2(6) which grants the parties the right to appeal arbitration awards to the Public Employee Relations Board or D.C. Superior Court under the Uniform Arbitration Act whichever applicable.

Section 7: - General

a. No matter shall be entertained as a grievance unless raised within ten (10) days of the occurrence of the event giving rise to the grievance, or within ten (10) days of the employee's knowledge of the occurrence of the event giving rise to the grievance.

b. Any unsettled grievance not advanced to the next step by the employee or, in the event of a class or group

grievance, the Union representative, within the time limit specified in the step, shall be deemed abandoned. If the Department does not respond within the time limit specified at each step, the employee may invoke the next step treating the lack of response as a denial of the grievance.

c. All time limits must be strictly observed unless the parties mutually agree to extend said time limits. "Days" means calendar days.

d. No recording device shall be utilized during any step of this procedure unless by direction of the arbitrator for his/her use. No person shall be present at any step for the purpose of recording the discussion.

e. The presentation and discussion of grievances shall be conducted at a time and place which will afford a fair and reasonable opportunity for both parties and their witnesses to attend. Such witness(es) shall be present only for the time necessary for them to present evidence. When discussions and hearings required under this procedure are held during the work hours of the participants, they shall be excused with pay for that purpose. An employee scheduled to work shift-work or weekends will have his/her hours changed to coincide with the time of the hearing.

f. The settlement of a grievance prior to arbitration shall not constitute a precedent in the settlement of grievances.

g. In appropriate circumstances, management may utilize the grievance/arbitration procedure by first filing a grievance with the Principal Executive Officer of the Union. Such filing and response shall be under the same time limit as a Step 4 grievance.

ARTICLE 11

DISCIPLINE (Corrective/Adverse Actions)

Section 1: Both parties recognize the exclusive rights of Management to discipline employees for just cause. However, in order to assure that discipline and discharge cases are handled in an expeditious manner, the provisions of Article 10 of this Agreement and as stipulated below.

Section 2:

a. Disciplinary actions may be grieved only at the highest level than where the level of the final action taken, except in the case of actions taken by the Director, should the employee or union (in the case of appeal to arbitration) wish to grieve a disciplinary action, grievance/arbitration must be filed within the time specified in the grievance procedure starting with the after the effective date of the action.

Section 3: Employees will be reprimanded by supervisors in a manner that will not embarrass them before employees or the public.

4. Employees wishing to change their request may do so provided their service can be spared and their new choice does not conflict with leave scheduled for another employee. Since these dates are tentative, the employee will request from his/her supervisor the proposed leave period he/she desires to change as far in advance as possible.
5. During the period May 1 to October 1, no employee will be granted more than one (1) leave period until every employee in the work area has had an opportunity to take a leave period during these months.
6. The granting of leave for the days of Thanksgiving, Christmas and New Year holidays will be on a rotating basis so that all employees may have an equal opportunity for leave at these times.
7. Although every effort will be made by supervisors to honor advance requests for leave periods, an advance request is not a guarantee of final approval. The Employer reserves the right to cancel leave previously approved requests, circumstances such as workload and unforeseen requests, needs. In the event it is necessary to cancel advance requests, the supervisor will promptly advise the employee concerned. In such cases the employee's circumstances will be given due consideration. Every effort will be made to reschedule the leave period for the employee's convenience.
8. If an employee is transferred within the Department at his/her request or as a result of a promotion, training assignment, or voluntary shift change other than the normal

shift rotation, the employee may be required to adjust his/her leave to the leave schedule in the unit to which he/she has been transferred. If the move has been as a result of a management decision, seniority will be the controlling factor.

d. In the event of a death in the immediate family (parent, sister, brother, spouse, child, grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law) of an employee, he/she shall be granted annual leave for a maximum of three (3) successive work days upon request.

Section 2: - Sick Leave:

a. Supervisors may approve sick leave of employees who are unable to perform their duties due to illness. Employees assigned to rotating shifts or regular tours of duty will request sick leave from the control center one (1) hour before the start of their scheduled shift for each absence. All employees shall request sick leave as soon as possible prior to the start of their regular shift on the first day of absence and for each subsequent day but not later than one (1) hour after the beginning of each shift.

b. A sick leave request is not an entitlement to sick leave. Upon a reasonable suspicion of abuse or for absence three (3) days or more a supervisor may require the employee to submit a doctor's certificate or submit to a fitness for examination.

c. Sick leave will be requested in advance for visits to, and/or appointments with doctors, dentists, practitioners, opticians, chiropractors and for the purpose of securing diagnostic examination, treatment and x-rays.

Section 3: - Advanced Sick Leave:

Advance sick leave may be granted at the discretion of the supervisor in accordance with applicable District Personnel regulations.

Section 4: - Leave Without Pay:

Leave Without Pay (LWOP) may be granted at the discretion of the supervisor in accordance with applicable District Personnel regulations.

Section 5: - Maternity Leave:

- a. Any employee (male or female) may be granted any combination of annual leave or leave without pay in accordance with this Article for a period of up to one (1) year because of pregnancy, childbirth or related medical conditions.
- b. A female employee may use sick leave to cover the time required for physical examinations and to cover any period of incapacitation due to pregnancy.
- c. No employee shall be required to take maternity leave unless and until her doctor states that she is disabled

from work. No employee shall be refused return from maternity leave at any time she reports for work upon advice of her doctor that she is physically capable to perform her job.

ARTICLE 13

TRAINING

Section 1: Consistent with the availability of funds, Employer agrees to provide whatever training necessary to develop the skills, knowledge and abilities that will qualify employees for the performance of official duties and to increase efficiency and effectiveness of operations of the Department. This includes training for employees whose jobs have been substantially altered through no fault of the employees.

Section 2: The Employer agrees that official time (including travel time or per diem) may be granted to a Union representative to attend labor-management training which is of mutual concern to the Employer and the Union.

Section 3: Normally, training which is authorized by the Employer will be conducted during regular working hours (8:00 a.m. - 4:30 p.m.) whenever practicable. This does not apply to reading assignments given as part of training nor does this Article or any aspect of this Agreement preclude an employee from participating in training during his/her time if so desired.

ARTICLE 14

HEALTH

Section 4: A record of an employee's training and details to other than regular assignments will be documented and placed in the individual's Official Personnel Folder to be used as reference for qualification for job openings.

Section 5: The Department shall provide appropriate correctional training to all personnel commensurate with their inmate contact upon (prior to) their entrance on duty. Periodic in-service training shall be provided so that all correctional officers who have completed their probationary period are enrolled for forty (40) hours per week. Employees who are not correctional officers who work in an institutional setting and who have completed their probationary period shall be enrolled in in-service training for eight (8) hours per year. The scheduled in-service training may be temporarily suspended or modified only by the Director or Deputy Director, due to unforeseen circumstances.

Section 6: Opportunities for employee development through outside educational programs which are related to performance of official duties will be made available in accordance with Title 13 of the Comprehensive Merit Personnel Act.

Section 7: The department will attempt to provide an orientation for employees who are expected to drive ambulances. This orientation will include an explanation of the mechanical operation of the ambulance and anything else the Department deems necessary.

Section 1:

a. An employee who becomes ill or injured in the performance of his/her job shall be instructed as to the benefit under Title XXIII of the Comprehensive Merit Personnel Act.

b. The supervisor will expedite the process of necessary paperwork dealing with compensable injuries at his/her level.

c. An employee who is injured on the job and as a result will be disabled from work shall provide his or her supervisor, within seven (7) days of the injury, with written certification by a licensed physician verifying the medical diagnosis and the specific physical limitations resulting from injury. The employee shall provide, at the written request of the supervisor, weekly certification by a licensed physician verifying the medical diagnosis and explaining why the employee continues to be disabled from work. The supervisor shall not require the employee to provide weekly certification if the initial certification or a subsequent certification in addition to the information described above, states the employee will be disabled from performing his/her duties for a specific period of time in excess of one (1) year.

An employee shall not be required to provide any subsequent medical certification if the original certification, in addition to the medical diagnosis and specification of physical limitations, states that the physical limitations will continue for a minimum of 45 days. Although it is expected that the employee will normally be able to provide medical certification, if the treating physician refuses to provide the employee with the required documentation, the employee shall give a written authorization to the physician, and a copy of the release to the supervisor, authorizing the physician to provide all medical data requested by the supervisor or other management official regarding the employee's injury.

Section 2: The medical records of an employee will be maintained confidentially under the control of a medical staff employee. When requested by the employee, his/her full medical record will be made available to a licensed physician designated by the employee.

Section 3: The Employer agrees to provide:

- a. Emergency diagnosis and first-aid treatment of injury or illness during working hours and that are within the competence of the professional staff and facilities of the health services unit.
- b. Such in-service examinations as the Department determines necessary.
- c. Administration, at the discretion of the health service

unit physician, of treatment and medications furnished by the employee and prescribed in writing by his personal physician.

d. Preventive services within the competence of the professional staff, e.g., appraise work environment, health hazards, health education program and specific disease screening examinations.

e. Assistance for an employee recuperating from an illness or injury and temporarily unable to perform their assigned duties. The employee must submit a doctor's certificate to the supervisor with his/her request for a temporary assignment to limited duty. The Employer may require that such request be reviewed by the Chief Medical Officer who will make a report to the Employer with appropriate recommendations. Employees who suffer verified temporary on-the-job illness or injury shall be temporarily assigned to available limited duty during their period of incapacitation. The Employer may require an employee on limited duty assignment to submit to a fitness-for-duty examination to determine his/her status for full duty. If needed, consideration should be given to restructuring an existing job incorporating only those duties in the new job that the employee can handle physically.

Section 4: The Department agrees that:

a. The Health Services and the Human Resource Development Center shall include in its health program educational information and training on the issue of AID

in the workplace.

b. Employees required to perform body searches shall be provided surgical gloves.

Section 5: The Employer agrees to provide relief to correctional staff within a reasonable period of time for employees in areas where toilet facilities are not easily accessible.

ARTICLE 15

SAFETY

Section 1: The Department will continue to make every reasonable effort to provide and maintain safe working conditions. The Union will cooperate in these efforts and encourage employees to work in a safe manner and promptly report to the supervisor all accidents.

Section 2: In the course of performing their normally assigned work, employees will be alert to observe unsafe practices, equipment and conditions as well as environmental conditions which represent industrial health hazards and shall immediately report any of the above to their supervisor.

Section 3: If competent technical authority such as the Department's Medical Officer, the Security Officer, the Environmental Health Inspector, the Chief Engineer, the Safety Officer or the Industrial Hygienist has determined working conditions within a particular unit are unduly

hazardous to the employee's health or safety, then an employee will not be required to work within that specific area until the conditions have been removed or remedied.

Section 4: The Department agrees that an employee will not be required to operate equipment that he/she is not qualified to operate.

Section 5: The Department agrees to furnish appropriate protective clothing and equipment necessary for the performance of assigned work. The Union may, at its discretion, recommend new protective clothing and equipment and the modifications to existing equipment for consideration by the Department.

Section 6: Ambulance service to injured employees will be available on all shifts.

Section 7: The Union and the Department will make every effort to prevent accidents of any kind. Should accidents occur, however, a prime consideration will be the welfare of injured employees.

Section 8: An extra copy of Form CA-1 will be prepared. The Safety Officer will forward one (1) copy of the CA-1 to the Union representative on the Safety Committee.

Section 9: The Department agrees that the Union shall have two (2) members, one correctional and one non-correctional, on the Department Safety Committee. These meetings will be held during working hours without loss of

pay or leave to employees.

Section 10: No employee will be required to operate any vehicle which has clearly recognized brake, steering, front-end, tire wear, flooring or exhaust system deficiencies as determined by a mandatory monthly preventive maintenance check which shall include the above mentioned items.

Section 11: The Union may make recommendations to the facility Administrator and the Director regarding the detection methods used to prevent the introduction of contraband into the facilities.

Section 12: The Department shall select a single type of bunk tag to be used within each institution or facility and shall ensure that an adequate supply of the designated type is available, except in unusual or unforeseen circumstances.

Section 13: The Employer will make reasonable efforts to ensure that inmates do not have access to employees' personnel files or to any documents pertaining to employee discipline or counseling.

ARTICLE 16

REDUCTION-IN-FORCE

Section 1: The Employer agrees to notify the Union of all proposed reduction-in-force actions which may affect unit employees. The Employer will consult the Union concerning any proposals to minimize the number of affected

employees.

Section 2: In the event of a RIF, procedures in the District's personnel regulations, in accordance with appropriate provisions of the Comprehensive Merit Personnel Act, shall be utilized

ARTICLE 17

UNIFORMS

Section 1: The Employer shall provide the following items of uniforms to unit employees as specified:

a. Correctional Officer, Male:

Blouse, blue	2 each
Overcoat, blue	1 each
Trousers, blue (winter)	3 pairs
Trousers, blue (summer)	3 pairs
Frame, cap, winter (opt.)	1 each
Frame, cap, summer (opt.)	1 each
Shirt, gray, short sleeve	6 each
Shirt, gray, long sleeve	6 each
Necktie, black	1 each
Whistle, chrome	1 each
Raincoat	1 each
Badge, large, silver	1 each
Badge, small, silver	1 each

b. Correctional Officer, female:

Badge, large, silver	1 each
Badge, small, silver	1 each
Frame, cap, winter (opt.)	1 each
Frame, cap, summer (opt.)	1 each
Blouse, blue	2 each
Overcoat, blue	1 each
Trousers, blue (summer)	3 pairs
Trousers, blue (winter)	3 pairs
Shirt, gray, long sleeve	6 each
Shirt, gray, short sleeve	6 each
Necktie, black	1 each
Whistle, chrome	1 each
Raincoat	1 each

If a Correctional Officer is pregnant and on active duty, the Employer shall make available suitable uniform clothing upon the employee's request.

c. Khaki Uniforms: (Wage employees and other employees assigned to jobs requiring these uniforms)

Trousers, Khaki	6 pairs
Shirt, Khaki, long sleeve	6 each
Shirt, Khaki, short sleeve	3 each
Raincoat	1 each
Coveralls, Khaki	2 pairs
Shoes, Safety, steel toe	1 pair

d. Food Service Stewards:

Trousers, blue (summer)	2 pairs
Trousers, blue (winter)	2 pairs
Blouse, blue	2 each
Overcoat, blue	1 each
Shirt, white, long sleeve	6 each
Shirt, white, short sleeve	6 each
Necktie, black	1 each
Whistle, brass	1 each
Raincoat	1 each
Frame, cap, winter	1 each
Frame, cap, summer	1 each
Badge, large, gold	1 each
Badge, small, gold	1 each

Section 2: Cleaning and maintenance are the responsibility of each employee. However, the laundry facility at Lorton (Central Facility) shall be made available for issued washable items.

Section 3: Issued uniforms will be worn by employees only in the course of their job duties and traveling to and from work. Unserviceable clothing will be replaced by the Employer as soon as available provided that the damage was not due to neglect by the employee and when such items are damaged through fair wear and tear and in the performance of their duties.

Section 4: Types and styles of uniforms are subject to Management discretion.

Section 5: The uniform warehouse shall be open Monday through Friday from 7:00 a.m. to 3:30 p.m. except for break time. The Union agrees that Management shall change hours of work of the employee who operates such warehouse to accommodate this schedule.

Section 6: Key Keepers shall be issued to all employees issued keys.

Section 7: Flashlights shall be made available at appropriate locations as determined by Management.

ARTICLE 18

DETAILS, TEMPORARY PROMOTIONS AND PAY IN A HIGHER-GRADED POSITION

Section 1: Details or temporary promotions shall be made in accordance with appropriate provisions of the District Personnel Regulations.

Section 2: - Acting Pay:

An employee detailed or assigned to a higher-graded position for more than ninety (90) consecutive days shall receive the higher rate of pay beginning the first full pay period following the ninety (90) day period. If Management decides to reassign an employee to a higher-graded position after the employee returns from approved leave or disability compensation, such absences will not be considered a break in the consecutive day requirement.

Section 3: Management shall take measures to insure that an employee assigned or detailed to a higher-graded position is not arbitrarily removed from the detail and then reinstated to the detail in order to avoid Acting Pay in accordance with Section 2 above.

Section 4: Details or assignments to a higher-graded position shall not be used as a pre-selection device. For purposes of the preceding, the term "pre-selection device" refers to a recurring pattern of selection of individuals for promotions that are not the most highly qualified and were assigned/detailed to the higher-graded position as provided under this Article.

ARTICLE 19

DISTRIBUTION OF OVERTIME AND TOUR OF DUTY

Section 1: Where specific personnel demands are not necessary and where the operational mission allows, overtime assignments will be offered to qualified, voluntary personnel and distributed equitably. A list shall be posted for employees to sign up for voluntary overtime.

Section 2: Changes in shift will be distributed and rotated equitably among qualified employees. The Union may consult with the Employer concerning the assignments and changes of shifts. A record of employee changes of shifts and assigned days off shall be maintained by the Employer and can be reviewed by the Union.

ARTICLE 20

MERIT STAFFING/PROMOTION

Section 1: Merit staffing and promotion procedures shall be implemented in accordance with applicable provisions of the DPM as implemented by the established DCOP Merit Staffing Plan and this Article.

Section 2: The Employer will administer the following practices and principles:

- a. The Employer will announce all job vacancies for at least ten (10) calendar days. A copy of the vacancy announcement will be provided to the Union's Principal Executive Officer.
- b. Based on established qualifications, applicants will be evaluated and a list of "Highly Qualified" candidates (if so evaluated) will be referred to the selecting official and, in the absence of a "Highly Qualified" list, the "Well Qualified" list (if so evaluated) will be referred to the selecting official and, in the absence of the "Well Qualified" list the "Qualified" list (if so evaluated) will be referred to the selecting official.
- c. The Employer will notify all applicants of the outcome of their application for the position.
- d. Copies of the Department Order describing the procedural aspects of the Merit Staffing/Promotion Program will be made available at each facility to all employees

and a copy provided to the Union's Principal Executive Officer.

Section 3: - Area of Consideration:

To the extent not in violation of Equal Opportunity laws and regulations and the Department's Affirmative Action Plan, the area of consideration to fill position vacancies in the bargaining unit shall be the Department; provided that the official requesting the personnel action certifies to the Office of Personnel that an adequate number of qualified candidates is expected to result from such limited area of consideration. An adequate number shall be no less than three (3).

Section 4: Outside candidates competing for departmental promotional opportunities must be equally or better qualified than internal applicants before they will be appointed/promoted.

Section 5: The Union will have ex-officio membership as an observer on merit staffing panels for non-supervisory positions within the bargaining unit except for positions in the Director's Office. The Union representative must be the same grade or higher than the position being filled. The Union representative cannot be an employee of the institution for which he/she is serving as a panel member or applicant for the vacant position. In any instance where possible conflict may exist regarding the Union representative, the Office of Personnel will contact the Union's Principal Executive Officer to review the conflict prior to the panel meeting. Such observer must sign a pledge of confidentiality.

regarding items restricted by the Privacy Act.

Section 6: For non-current candidates who is certified for consideration, all such candidates will be interviewed.

Section 7: If the final selecting official must justify extending the selection process to include additional eligible persons sent to him/her, the selector must justify in writing before extending the selection process to the Office of Personnel the reasons to the recruitment is initiated.

Section 8: No employee can file a complaint of selection unless there has been a violation of the selection procedures in the merit promotion plan. Complaints of non-selection due to discrimination are not subject to the procedures in the merit procedure and are exclusively appealable to the appropriate administrative agency handling such complaints.

[illegible]

Appendix A, in grade will be the first decision in the Department will then be the deciding factor.

ARTICLE 21

POSITION DESCRIPTIONS	APPLIED

POSITION DESCRIPTION:

his/her official position description by the Office of Personnel upon entry to duty or change in position description. Position descriptions will be furnished to the Union when Position descriptions involve Union interest such as in those position descriptions or controversy with department those position descriptions will be furnished to the Union. A current and direct dispute or controversy for position descriptions will be referred to the Office of Personnel management. Other requests for position descriptions will be made directly to the Director of the Office of Personnel.

Section 2: The clause found in job description "shall be construed to include other duties as assigned" shall be construed to include other duties which are not other duties as assigned to other duties. However, it is recognized that management decisions reflect the needs of the employee may be assigned to regular assignments. The employee related to management decisions reflect the needs of the organization and are not designed to improperly utilize the skills of the employee to take unfair advantage of the organization and are not designed to improperly utilize the skills of the employee to take unfair advantage of the organization. The Employer recognizes that at times the employee's employment status should be commensurate with position that job assignments should be commensurate with position descriptions. The Union recognizes that at times the Employer must deviate from this policy. When such deviation is necessary, the Employer will make every effort to assign employees whose normal duties and pay levels are in line with the job to be assigned. In all cases, such assignments will be kept to a minimum and an attempt will be made to meet these needs on a voluntary basis. The Employer further agrees to take into consideration, when making such assignments, the employee's ability to perform, health and age.

tion, when necessary, to perform, health and age. Such classification appeals are not subject to Section 3: Position classification appeals are not subject to the negotiated grievance procedure. Office of Employee appeals shall be processed to the

Appeals in accordance with applicable law. Copies of procedures to be followed in filing appeals will be made available to employees and Union representatives upon request to the Office of Personnel.

ARTICLE 22

PERSONNEL FILES

Section 1: An employee shall have the right to view his/her Official Personnel File and, upon request, inspect or copy any document appearing in his/her Official Personnel File, consistent with release of official information as prescribed in the Comprehensive Merit Personnel Act and District regulations.

Section 2: The Employer will assist the employee or his/her representative (designated in writing) to obtain photo-copies of any such documents.

Section 3: The rights of employees pertaining to their Official Personnel Files as stipulated in the above Sections shall be extended to apply to an employee's training and information folder kept by the Department.

ARTICLE 23

TRANSFERS AND INTER-INSTITUTIONAL

ROTATION

Section 1: It is recognized that the Employer has the right

to transfer or reassign employees whenever the interest of the Department so requires, but transfers or reassignments shall not be used as a form of reprisals.

Section 2: After fifteen (15) years of service with the Department, an employee may request to be reassigned to one of the Department's institutions of his/her choice. Employee's preference as to the shift and assignment will be taken into consideration and, as staffing needs permit, adhered to.

Section 3: Senior employee's may request a trade with another employee in another institution when a hardship in transportation is involved subject to the approval of the appropriate management officials. An answer on the request will be made within thirty (30) days.

ARTICLE 24

RETIREMENT COUNSELING

The Employer will provide counseling to employees who are of retirement age. This counseling will include information on voluntary deductions, benefits, insurance and assisting employees in preparing all necessary retirement papers.

ARTICLE 25

INCENTIVE AWARDS AND PERSONNEL ENTERPRISES COMMITTEES

Section 1: The Union may designate one (1) voting representative on both the Department's Incentive Awards and

Section 2: The term "strike" as used herein means a concerted refusal to perform duties or any unauthorized concerted work stoppage or slowdown.

Section 3: No lockout of employees shall be instituted by the Employer during the term of this Agreement in a strike situation except that the Department in a strike situation retains the right to close down any facilities to provide for the safety of employees, property or the public.

Section 4: In the event of a strike as defined by this Article and upon receipt of a written notice from the Employer of any strike, within eight (8) hours the Union shall publicly disavow the action by posting notices and issuing a news release to the media stating that the strike is unauthorized. Notwithstanding the acceptance of the existence of any strike, the Union will use every reasonable effort in cooperation with the Employer to terminate the strike.

Section 5: It is recognized that any employee who participates in or initiates a strike as defined herein may be subject to disciplinary action.

ARTICLE 30

DISTRIBUTION OF AGREEMENT

Section 1: The Employer agrees to have printed 3400 copies of the Agreement and distribute a copy of the Agreement to all unit members within ninety (90) days after it is printed.

Section 2: The Employer shall pay the cost of printing this Agreement up to \$3,500 and the Union agrees to pay any additional cost if necessary.

Section 3: The Department agrees to extend to the Union's Principal Executive Officer or Business Representative Agreement available at the initial orientation period for employees to discuss Union activities and the labor-management relations in the Department governing employee-management relations in the Department.

ARTICLE 31

WASH-UP TIME

Wash-up time of fifteen (15) minutes prior to the end of the shift will be made available to employees in Building Trades.

ARTICLE 32

LIABILITY

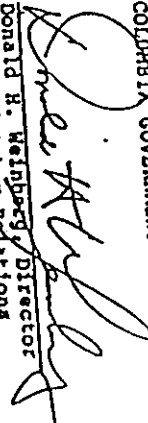
Section 1: The Employer shall provide, at its cost, legal representation to any employee who is named as a defendant in a civil action arising out of acts committed by the employee within the scope of his/her employment, provided however, that such representation is requested by the employee no more than five (5) calendar days after the service of process and that such representation would not

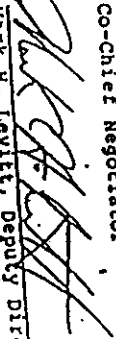
Section 3: In the event that a state of civil emergency is declared by the Mayor (civil disorders, natural disasters, etc.) the provisions of this Agreement may be suspended by the Mayor during the time of the emergency.

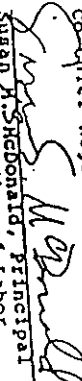
Section 4: All terms and conditions of employment not covered by the terms of this Agreement shall continue to be subject to the Employer's direction and control through applicable D.C. laws, rules and regulations. However, when a change of a Department Order or rule directly impacts on the conditions of employment of unit members, such impact shall be a proper subject of negotiations upon the request of the Union.


On this 23rd day of May 1986, and in witness
thereto, the parties have set their signatures:


FOR THE DISTRICT OF
COLUMBIA GOVERNMENT


Donald H. Weinberg, Director
Office of Labor Relations
and Collective Bargaining,
Co-Chief Negotiator

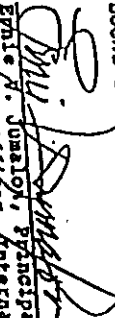

Mark H. Levitt, Deputy Director
Office of Labor Relations
and Collective Bargaining,
Co-Chief Negotiator



Susan H. McDonald, Principal
Attorney, Office of Labor
Relations and Collective
Bargaining

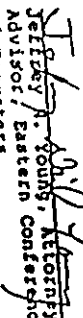

Michelle M. Peterson
Michelle M. Peterson
Labor Relations Officer,
Office of Labor Relations
and Collective Bargaining

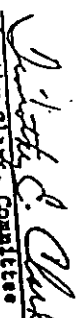

LEROY B. ANDERSON, Public
Relations and Information
Officer, Department of
Corrections

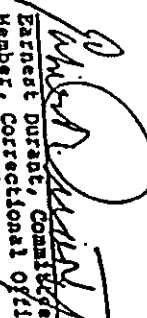
FOR THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS,
LOCAL 246


Elyse M. Jomayon, Principal
Executive Officer, International
Brotherhood of Teamsters,
Local 246, Co-Chief Negotiator


Dick Peluso, Co-Chief
Negotiator, Eastern
Conference of Teamsters


Jeffrey A. Young, Attorney
Advisor, Eastern Conference
of Teamsters


Timothy Clay, Committee
Member, Electrician Foreman,
Facilities Management


Earnest Dursat, Committee
Member, Correctional Office
Central Facility

Alfred J. Williams
Assistant
Administrator, Occoquan I,
Department of Corrections

Robert Roberts
Captain
Detention Facility,
Department of Corrections

Theresa Miller
Labor Relations Specialist,
Department of Corrections

James F. Palmer
Director
Department of Corrections

William H. Williams
Deputy Director,
Department of Corrections

Walter B. Ridley
Associate
Director, Department of
Corrections

Deborah Jones
Committee
Member, Detention
Facility

Robert Jones
Committee
Member, Counseling Psychologist,
Occoquan II

Alex Theriault
Committee
Member, Teacher, Youth
Center II

David Tinsley
Committee
Member, Correctional Officer,
Detention Facility

Lee E. Morham
Committee
Member, Sergeant, Detention
Facility

Frank Vazquez
Committee
Member, Medical Technical
Assistant, Central Facility

Betty Williams
Committee
Member, Classification and
Parole Officer, Central
Facility

APPROVAL

This Collective Bargaining Agreement between the District
Columbia Government and Teamsters, Local 246, dated May 23, 1978
has been reviewed in accordance with Section 1715(a) of the
District of Columbia Comprehensive Merit Personnel Act of 1978
(D.C. Code 5-1-618.15(a)) and is hereby approved this 7th
of July, 1986.

Varion S. Barry, Jr.
Mayor

EXHIBIT B

***Memorandum of Understanding Between Fraternal Order of Police/Department of
Corrections Labor Committee and the District of Columbia Department of Corrections***

MEMORANDUM OF UNDERSTANDING

This is to memorialize the Parties' agreement regarding the working conditions Collective Bargaining Agreement entered into between the International Brotherhood of Teamsters and the D.C. Department of Corrections, signed on May 23, 1986.

The Agreement has been adopted by the Parties' and has been in operation since the Public Employee Relations Board certification of the Fraternal Order of Police, Department of Corrections Labor Committee on January 13, 1994. It will continue in full force and effect until such time as the Parties renegotiate it pursuant to the provisions of the Comprehensive Merit Personnel Act and the applicable provisions of the Agreement.

For the FOP/DOC Labor Committee

Ellenese Benjamin, Chair.

For the D.C. Department of Corrections

[Signature]

SPECIAL PROJECTS

ID:2026736690

DEC 20 '94 15:37 No.002 P.01



Government of the District of Columbia
DEPARTMENT OF CORRECTIONS

Suite N-116
1923 Vermont Avenue, N.W.
Washington, D.C. 20001

Please file

Office of Special Projects

FACSIMILE MAIL COVER SHEET
FACSIMILE TELEPHONE NUMBER (202) 673-6690

DATE: 12/20/94

TO :

FROM :

SUBJECT :

COMMENTS:

Numbers of pages 2 (including transmittal sheet)

For transmission problems, please call (202) 673-2333

EXHIBIT C

***Ground Rules for Contract Negotiations between District of Columbia Department of
Corrections and FOP/DOC Labor Committee***

**GROUNDRULES
FOR
CONTRACT NEGOTIATIONS
BETWEEN
DISTRICT OF COLUMBIA
DEPARTMENT OF CORRECTIONS
AND
FOP/DOC LABOR COMMITTEE**

1. NEGOTIATIONS COMMITTEES

A. Each negotiation committee shall consist of either a chief negotiator or co-negotiators, up to nine (9) management representatives and up to the same number of union representatives. Each party shall retain the right to replace the specified Chief Negotiator or Co-Negotiators, or up to two (2) team members, unless otherwise agreed by the parties.

B. During the course of negotiations, each negotiating team may bring in specialists to speak to or clarify issues pertinent to negotiations. Each party shall be entitled to have a note taker attend negotiations. Observers shall be allowed to attend the negotiations only consistent with D.C. Code § 1-618.17(h).

C. Employees may be granted official time to participate in collective bargaining negotiations on behalf of the Union. Management agrees that permission for a union representative to participate in collective bargaining negotiations shall not be unreasonably denied, however, the Union and employees recognize that workload and scheduling considerations may not allow for release of employees from their work assignments as requested.

D. Neither overtime nor compensatory time shall be paid or accredited for attendance at negotiations, which exceed a tour of duty.

E. Employees representing the Union shall not be entitled to Sunday premium or holiday pay for negotiations that take place on those days. Management shall not be required to compensate employees attending negotiations on their regularly scheduled day off

2. AUTHORITY OF THE CHIEF NEGOTIATORS

A. Each Chief Negotiator shall have full authority to make decisions and commitments regarding contract negotiations subject to approval by the Union through its approval/ratification process, approval of the Mayor and approval by the District of Columbia Financial Responsibility and Management Authority.

Upon ratification by the Union, the Agreement shall be submitted to the Mayor or his designee for approval or disapproval. If disapproved because certain provisions are asserted to be contrary to law, the agreement shall either be returned to the parties for renegotiation of the offensive provisions or such provisions shall be disapproved within the prescribed period of 45 days. An agreement, which has not been approved or disapproved within the prescribed period of 45 days, shall go into effect on the 46th day and shall be binding on the parties, only after approval is obtained by the District of Columbia Financial Responsibility and Management Authority.

B. Inasmuch as the District of Columbia may not enter into a collective bargaining agreement or a compensation settlement concluded through interest arbitration without prior approval of the Authority, any agreement reached shall not be effective until it has been approved by the District of Columbia Financial Responsibility and Management Assistance Authority ("Authority") consistent with the Authority's Revised Guidelines for Collective Bargaining Negotiations.

3. NEGOTIATING SESSIONS

The parties agree to meet for negotiations a minimum of two days per month at mutually agreeable places and on mutually agreeable dates and times between the hours of 9:30 a.m. and 3:00 p.m., barring emergencies that may arise. The parties agree that requests for postponement of a negotiation session(s) shall be in writing at least twenty-four (24) hours in advance. The parties agree to continue negotiations on the agreed upon dates and times until an agreement is reached or impasse is declared. Management will provide its proposed schedule of meeting dates and times at the time of execution of this agreement.

4. PRESENTATION OF PROPOSALS/COUNTER PROPOSALS

A. After the signing of these ground rules, the Union shall, within ten (10) days, transmit their initial proposals to Management.

B. Management shall transmit their initial proposals and counter proposals within 17 days from the deadline for receipt of the Union's proposals.

C. Within ten (10) workdays of receipt of Management's Proposals by the Union, the parties shall meet and begin negotiations. Either party may present additional counterproposals at any time throughout the negotiations to resolve disputes over a proposal. Any matter not initially opened for negotiations by Management or the Union will not be subject to negotiations except upon the express agreement of the Chief Negotiators, unless agreement on one of the open proposals directly impacts a provision that has not been opened. If a tentative agreement directly impacts another agreed upon provision, including provisions determined by the parties to be undisputed, then either party can open the affected provision of the collective bargaining agreement.

D. Initial proposals and counter proposals shall be typewritten.

5. NEGOTIATION PROCEDURE

A. During the initial negotiations, discussion on any specific proposal, or portion thereof, may be deferred until a later date.

B. When a tentative agreement is reached on a specific proposal, including any handwritten changes, it shall be initialed and dated by the chief negotiators or co-negotiators on each team. The tentative agreements shall be subsequently typed as agreed. The tentative agreement on a proposal is contingent upon agreement on the entire contract.

C. If attempts at agreement on a proposal are unsuccessful, the proposal will be tabled, pending completion of negotiations on the remaining portions of the contract.

D. Once all proposals have been considered during negotiations, and have either been tentatively agreed to, tabled or dropped, a final attempt will be made to reach agreement on all tabled items. If such final efforts are not successful, the remaining items not agreed to will be at impasse.

E. Either chief negotiator or co-negotiators may call a caucus of his/her team during the sessions. If a caucus session is to last longer than 15 minutes, the chief negotiator calling the caucus must so notify the other team.

F. Either party may call caucuses at any time. If a caucus extends beyond forty-five (45) minutes, the other party has the right to unilaterally conclude that day's session unless there is a mutual agreement by the chief negotiators or co-negotiators for a specific caucus extension.

6. IMPASSE PROCEDURE

In an effort to carry out the basic purposes of the CMPA, as implemented by the procedures established by the Public Employee Relations Board (PERB), in the event of impasse, the parties agree to abide by the following impasse procedures:

A. Either party may declare impasse.

B. At the time that an impasse is declared with regard to any issue the parties shall at that time determine whether an impasse exists as to all outstanding issues. An automatic impasse shall exist on all outstanding issues except those that the parties agree to attempt to resolve. In the case of an impasse over items concerning working conditions the parties shall first attempt to resolve the issue through mediation simultaneous with mediation for other items at impasse. If the mediator does not resolve the impasse within 30 days (or a shorter period established by the parties), an impartial Board of Arbitration shall be impaneled and shall use the following procedure for resolving such impasse:

C. The impaneled Board of Arbitration shall consider all outstanding working conditions issues in a single hearing.

D. The parties shall each prepare a written statement setting forth the issues at impasse (including the particular proposal at issue), describing the extent of their

differences, and their "best and final" offers as to each disputed item. Each party shall submit a copy of their written statement to the other side within five (5) workdays after the last mediation meeting. A copy of each party's statement will be provided to the Board of Arbitration.

E. A hearing shall be conducted by the Board after consultation with the parties. The Board shall limit the hearing and its decision to the items at impasse after the parties' submissions have been filed. The Board shall consider the following:

- a) applicable law, including management rights set forth in D.C. Code § 1-618.8, congressional legislation, Orders and Guidance of the DC Financial Responsibility and Management Assistance Authority, court orders and resolutions passed by the District Council;
- b) the District's current or proposed financial plan and budget; and
- c) the parties best and final offers

F. The Board shall rule on the items at impasse that concern working conditions on an item-by-item basis. Item by item shall be defined as the entire article on a particular issue and not individual sections, sentence, or other portion of an article. The submission of post hearing briefs shall be left to the Board's discretion, however, the Board must issue its award within thirty (30) days or, if the Board also hears the impasse over compensation issues applicable to the parties, within fifteen (15) workdays after it decides the impasse over compensation issues.

7. NEGOTIABILITY APPEALS

A. If in connection with collective bargaining, an issue arises as to whether a proposal is within the scope of bargaining because it interferes with Managements' sole authority under § 1-618.8 of the Code, the party presenting the proposal shall file a negotiability appeal with the Public Employees Relations Board (PERB) and that issue shall no longer be the subject of negotiation until such time as PERB has ruled on the negotiability of the matter.

B. Notwithstanding the above, the parties may, by mutual consent, renew negotiations over the proposal or submit a counterproposal to address the same issue. If the parties are able to reach agreement on the proposal or counterproposal, the negotiability appeal shall be withdrawn.

8. MINUTES

Each party will be responsible for preparing its own minutes of meetings held.

9. CLOSED MEETINGS

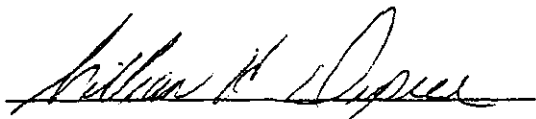
All meetings shall be considered closed meetings except for official members of the negotiating teams and observers. The use of any audio, stenographic or other verbatim recording device at the table is prohibited.

10. SPACE AND ADMINISTRATIVE COSTS

The parties shall share equally the cost of negotiations space, if such cost is incurred, and each party is responsible for the supportive costs associated with their clerical or administrative needs.

On December 15th, 2000, these ground rules have been agreed upon by the Chief Negotiators or Co-Negotiators for each team.

**THE FRATERNAL ORDER OF
POLICE/DEPARTMENT OF
CORRECTIONS LABOR
COMMITTEE**



**DISTRICT OF COLUMBIA
DEPARTMENT OF CORRECTIONS**


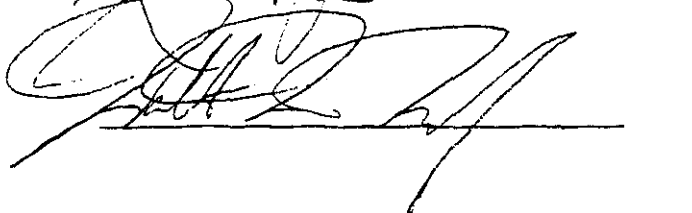



EXHIBIT D

Correspondence between Mayor's Office of LRCB and FOP/DOC Labor Committee



Fraternal Order of Police

Department of Corrections Labor Committee

711 4th Street, Northwest
Washington, D.C. 20001

Phone 202-737-3505
Fax 202-737-1890

Web site: <http://www.fopdoc.com>
email: fopdocdc@aol.com

February 26, 2002

Michael Jacobs, Esq.
Office of Labor Relations &
Collective Bargaining
441 4th Street, NW
Washington, DC 20001

Dear Mr. Jacobs:

I have just received your correspondence dated February 25, 2002, regarding the impending reduction-in-force, and again I find that Management is more interested in giving a false impression of bargaining rather than actually bargaining over the impact and effects of the RIF.

While this is treated as an insignificant matter to those gainfully employed such as you and your management team, we view the loss of employment of over 300 people as very serious; therefore, I will not become enmeshed in your efforts to prematurely attempt to defend against the legal action that promises to follow as the result of Management failure to bargain in good faith over the RIF.

Allow me to make my position perfectly clear. FOP/DOC demands to immediately commence bargaining over the impact and affects of the impending RIF. The information request made by FOP/DOC will not serve as an excuse for you to delay bargaining over the RIF. The information FOP/DOC requested is maintained on a data base by DOC and DCOP and readily available to management. Management has just simply refused to provide the information as a delay tactic to bargaining. We will address management failure to provide FOP/DOC with the information it is entitled to as the exclusive bargaining agent in a different forum.

Additionally, the improprieties regarding the impending RIF that FOP/DOC identified will not serve as an excuse for Management to delay bargaining. As you know, in each other of the preceding RIFs, FOP/DOC provided Management with specific indecisions associated with those RIFs. While Management conceded that FOP/DOC was correct in its assessments and made the concession on the record during a hearing before the Public Employee Relations Board, there has been not action to correct the clear-cut violations. Instead, you and Mr. Wojcik alternate as lead Negotiators for RIF bargaining to avoid addressing the issues and to seek refuge by asserting that one does not know what the other has done.

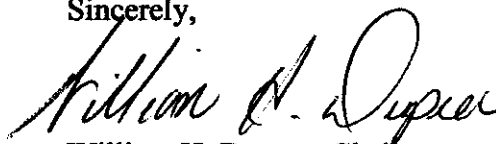
Michael Jacobs
February 26, 2002
Page 2

Again, so that there is no mistake or miscommunication, regarding FOP/DOC's position, we demand to immediately commence bargaining within the next five days over the RIF with or without the information we requested. We also insist on scheduling regular bargaining sessions until Management provide the requested information.

Finally, we demand that Management comply with the terms of the executed working conditions ground rules and to return to the table to bargain over working conditions, which have a direct relationship to the RIF. FOP/DOC has requested repeatedly to return to the table to bargain over the Working Conditions Agreement, which your office has categorically refused to do, which is a clear and flagrant violation of the DC Code.

You immediate response is appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read "William H. Dupree". The signature is fluid and cursive, with the first name "William" being the most prominent.

William H. Dupree, Chairman
FOP/DOC Labor Committee

CC. James Wallington, Esq.
FOP/DOC RIF Bargaining Committee Members
FOP/DOC Working Conditions Contract Bargaining Team



Fraternal Order of Police

Department of Corrections Labor Committee

711 4th Street, Northwest
Washington, D.C. 20001

Phone 202-737-3505
Fax 202-737-1890

Web site: <http://www.fopdoc.com>
email: fopdocdc@aol.com

February 28, 2002

Michael Jacobs, Esq.
Walter W. Wojick, Esq.
Office of Labor Relations &
Collective Bargaining
441 4th Street, NW
Washington, DC 20001

Dear Mr. Jacobs and Mr. Wojick:

I have just received Mr. Wojick's correspondence dated February 26, 2002, regarding "some confusion" concerning past proposals.

First when the Union raised the issue of performance ratings, DOC stated it did not tender 2000-2001 performance ratings. This statement is inconsistent with the documents provided by the Union from DOC Director Odie Washington and Joan Murphy. These documents were generated as the result of a Letter I submitted to the Mayor specifically concerning 2000-2001 performance ratings. According to the statement of both the Director and Ms. Murphy, the 2000-2001 performance rating were submitted to DCOP on April 3, 2001. Mr. Wojick committed to submit a written explanation for the discrepancies between inconsistent statements positions taken by DOC and DCOP. We also expected a more creative justification than that it was simply a typing error. As of this date that information has not been provided.

Also, Management committed to provide the Union with the specific laws, regulations, or any other written decisional authority that authorized the DCOP to apply non-current ratings toward employees retention standings contrary to the DMP, Chapter 24 Section 2416.2. As of this date that information has not been provided.

Concerning the working condition agreement, the last proposals submitted for the two (2) remaining Articles, management failed to submit a final disposition, or a counter proposal. Management arbitrarily terminated negotiations and has categorically refused to meet over working conditions even though the ground rules require the parties to meet at least twice per month for bargaining.

As I stated in my February 26, 2002 letter, I will not engage in written exchanges that your office is only attempting to use as a delay tactic.

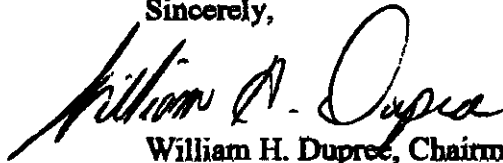
Michael Jacobs
February 28, 2002
Page 2

Again, we demand to immediately commence bargaining within the next three days over the RIF with or without the information we requested. Also, we demand that Management comply with the terms of the executed working conditions ground rules and to return to the table to bargain over working conditions.

In view of the above noted demands, I trust the next correspondence I will be receiving from your office will be immediate dates and times for RIF and Working Conditions Agreement bargaining sessions.

Your immediate response is appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read "William H. Dupree", is written over the typed name.

William H. Dupree, Chairman
FOP/DOC Labor Committee

CC. James Wallington, Esq.
FOP/DOC RIF Bargaining Committee Members
FOP/DOC Working Conditions Contract Bargaining Team

GOVERNMENT OF THE DISTRICT OF COLUMBIA
OFFICE OF LABOR RELATIONS
AND COLLECTIVE BARGAINING



EXECUTIVE OFFICE

HAND DELIVERED

March 1, 2002

William H. Dupree, Chairman
Fraternal Order of Police
Department of Corrections Labor Committee
711 4th Street, Northwest
Washington, DC 20001

Dear Mr. Dupree:


Attached for your review is the Administrative Order authorizing the next reduction in force (RIF) at the District of Columbia Department of Corrections (DOC). The Mayor signed the Administrative Order February 27, 2002, and it was forwarded to DOC and the Office of Labor Relations and Collective Bargaining on February 28, 2002. Also provided is the retention register for employees in the Fraternal Order of Police, Department of Corrections (FOP/DOC) Labor Committee bargaining unit that are affected by the RIF. The Department of Corrections will issue notices of a reduction-in-force to each effected employee on March 4, 2002. In his open letter dated January 28, 2002, DOC Director, Odie Washington, stated that the last RIF for the Department would be effectuated on March 31, 2002. However, in light of the fact that the Administrative Order was signed by the Mayor on February 27th and RIF notices will not be issued until March 4th, the RIF will not be effective until thirty days after the date notices are issued to employees.

You indicated in our telephone conversation today that the Union is not available to meet on Monday, March 4, 2002, to continue impact and effects bargaining concerning the RIF. Based on your suggestion, management has agreed to meet on Tuesday, March 5, 2002, at 1:00 p.m., in the Office of Labor Relations and Collective Bargaining, 441 4th Street, N.W., Suite 200S, Washington, D.C. 20002. Of course, Department officials will be available thereafter to discuss other impact and effect issues of concern to bargaining unit employees and the Union.

Dupree, W.H
March 1, 2002
Page 2

If you have questions concerning the attached information, please contact the Office of Labor Relations and Collective Bargaining. Thank you for your prompt attention to this matter.

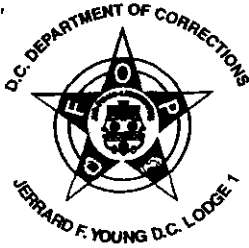
Sincerely,



Michael A. Jacobs, Esq.
Supervisory Labor Relations Officer

Attachments

cc: Mary Leary
Walter Wojcik
James Anthony
Joan Murphy
Plumb Fulton



Fraternal Order of Police

Department of Corrections Labor Committee

711 4th Street, Northwest
Washington, D.C. 20001

Phone 202-737-3505
Fax 202-737-1890

Web site: <http://www.fopdoc.com>
email: fopdocdc@aol.com

March 5, 2002

Michael Jacobs, Esq.
Office of Labor Relations &
Collective Bargaining
441 4th Street, NW
Washington, DC 20001

Dear Mr. Jacobs:

I have just receive your March 4, 2002 letter that was sent by facsimile after regular business hours, regarding my request to reschedule the RIF bargaining session if an Official with decision making authority cannot be present.

According to you letter, you noted that OLRCB is the authorized bargaining representative for the DOC, however, DOC Officials generated the administrative order concerning, the RIF and made the ultimate decision to reduce the staffing complement to an unsafe level; therefore, to proceed without an authority in this area of security would be nothing more than posturing.

Also, with respect to your statement that it is not within the Union's authority to determine management's representatives for bargaining. While it is not within the Union's authority to determine management's representatives for bargaining, the Union is not required to participate in a generic, sham endeavored sessions to assist you in a transparent scheme build a defense against the remedial action you know will be forth coming due to Management's failure to bargaining over the RIF.

You readily emphasized that OLRCB is the authorized bargaining representative for DOC, I found that you completely sidestepped the issue of the working condition agreement. Yesterday, I forwarded to you FOP/DOC's proposals for the two outstanding Articles that remain unsettled. You failed to show the same enthusiasm in scheduling working conditions bargaining as you did with your RIF bargaining charade, even though it is clear that management is in violation of the ground rules.

Finally, your statement asserting that all mail deliveries from your office to FOP is also inaccurate. You February 25, 2002 letter to me regarding the RIF was given to me yesterday by the Chief Shop Steward assigned to the Grimke Building after he was asked to deliver the letter to me by DOC Officials. The attached envelop with no postage confirms that the letter was not sent by US Mail.

I was also informed this morning by the same Steward that he is in possession of another letter addressed to me from your office that was given to him by a DOC Official at the Grimke Building. Please be advised that I did not bring this matter to your attention as an issue, only so that you can take the appropriate action to correct it.

Please inform me of your intentions concerning scheduling Working Conditions Contract negotiations as soon as possible.

Sincerely,

A handwritten signature in cursive script, reading "William H. Dupree". The signature is written in dark ink and is positioned above the printed name.

William H. Dupree, Chairman
FOP/DOC Labor Committee

GOVERNMENT OF THE DISTRICT OF COLUMBIA

EXECUTIVE OFFICE

OFFICE OF LABOR RELATIONS
AND COLLECTIVE BARGAINING

441 4TH STREET, N.W.

SECOND FLOOR

WASHINGTON, D.C. 20001

OFFICIAL BUSINESS

PENALTY FOR MISUSE

William H. DuBois, Chairman
Fraternal Order of Police
Department of Corrections Labor Committee
711 4th Street Northwest
Washington, DC 20001

GOVERNMENT OF THE DISTRICT OF COLUMBIA
OFFICE OF LABOR RELATIONS
AND COLLECTIVE BARGAINING



EXECUTIVE OFFICE

RECEIVED
mcl 3/8/2002

VIA FACSIMILE 202.737.1890 AND FIRST CLASS MAIL

March 6, 2002

William H. Dupree, Chairman
Fraternal Order of Police
Department of Corrections Labor Committee
711 4th Street, Northwest
Washington, DC 20001

Dear Mr. Dupree:

This is in response to your letter of today's date. In my letters to you, dated March 1, 4 and 5, 2002, Management offered to bargain with the Union concerning the impact and effects of the reductions in force at the Department of Corrections. In each correspondence I requested that the Union identify its impact and effects issues and present its proposals so that Management can prepare for the bargaining sessions. To date the Union has refused to present any issues or proposals concerning the impact and effects of the reduction in force. If the Union chooses to submit issues or proposals with proposed dates for bargaining, Management will be available at the agreed upon time and place to discuss the issues or proposals presented.

Further, your proposals concerning working conditions will be considered and you will receive our response as soon as possible.

Sincerely,

Michael A. Jacobs, Esq.
Supervisory Labor Relations Officer

cc: Mary Leary
Walter Wojcik
James Anthony
Joan Murphy
Arnetia Mobley



Fraternal Order of Police

Department of Corrections Labor Committee

711 4th Street, Northwest
Washington, D.C. 20001

Phone 202-737-3505
Fax 202-737-1890

Web site: <http://www.fopdoc.com>
email: fopdocdc@aol.com

March 6, 2002

Michael Jacobs, Esq.
Office of Labor Relations &
Collective Bargaining
441 4th Street, NW
Washington, DC 20001

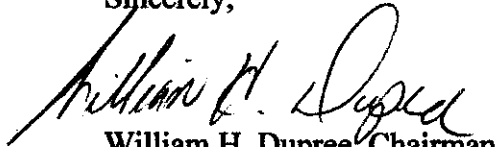
Dear Mr. Jacobs:

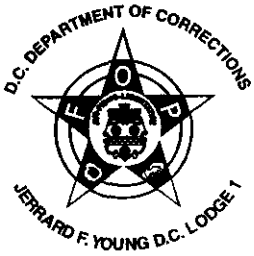
The purpose of this letter is to submit FOP/DOC's objections to Management's continued bad faith actions pertaining to the reductions-in-force.

Late yesterday afternoon you contacted the FOP Office to make notification that a revised copy of the retention register was available for pickup. Like with the February 19, 2002 RIF, FOP was given a bogus retention register solely for the purpose of giving a false perception that FOP/DOC had the information prior to RIF notices being issued. Then, Management subsequently submits the genuine retention register three days after the notices have been issued. It is also obvious as to the reason you pressed to have a RIF bargaining meeting prior to providing FOP with a valid retention register.

Nevertheless, FOP/DOC insists on commencing with impact and effect bargaining over the RIF as soon as possible. Also, we are again requesting to bargain over working conditions. Please notify me promptly of proposed dates for RIF bargaining and working condition contract bargaining.

Sincerely,


William H. Dupree, Chairman
FOP/DOC Labor Committee



Fraternal Order of Police

Department of Corrections Labor Committee

711 4th Street, Northwest
Washington, D.C. 20001

Phone 202-737-3505
Fax 202-737-1890

Web site: <http://www.fopdoc.com>
email: fopdocdc@aol.com

March 7, 2002

Michael Jacobs, Esq.
Office of Labor Relations &
Collective Bargaining
441 4th Street, NW
Washington, DC 20001

Dear Mr. Jacobs:

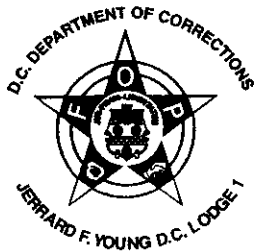
I am disappointed that you have failed to respond to my numerous verbal and written requests to schedule bargaining sessions concerning the two (2) impending reductions-in-force (RIF) that Management made an independent decision to run simultaneously despite our repeated bargaining demands. Also, that you have made absolutely no effort to schedule working conditions bargaining even though Management is clearly in violation of the executed working conditions contract ground rules.

Please allow me to remind you that while the higher-grade Managers takes the termination of lower grade employees lightly, we view the reality of almost four hundred (400) employees being involuntarily separated from employment as a very serious matter. Especially, after considering that the process being used is very defective.

Again, FOP/DOC insists on commencing with impact and effect bargaining over the RIF as soon as possible. Also, we are again requesting to bargain over working conditions. Please notify me promptly of proposed dates for RIF bargaining and working condition contract bargaining.

Sincerely,

William H. Dupree, Chairman
FOP/DOC Labor Committee



Fraternal Order of Police

Department of Corrections Labor Committee

711 4th Street, Northwest
Washington, D.C. 20001

Phone 202-737-3505
Fax 202-737-1890

Web site: <http://www.fopdoc.com>
email: fopdocdc@aol.com

March 8, 2002

Michael Jacobs, Esq.
OLRCB
441 4th Street, NW
Washington, DC 20001

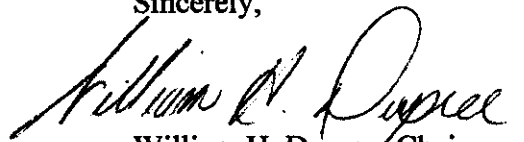
Dear Mr. Jacobs:

I have just received your letter dated March 8, 2002, and I am again disappointed in your effort to intentionally delay bargaining over the reductions-in-force and the working condition contract is very blatant. Your statement alleging that you have communicated with me almost daily is in error, and your assertion that you have offered to bargain is a deceptive misrepresentation of the facts. While it is true that you have asked for RIF proposals, in the absence of execution ground rule, you are not in a position to dictate the terms, conditions nor prerequisites for bargaining.

Furthermore, FOP bargaining proposals have absolutely nothing to do with scheduling bargaining sessions. It is apparent that you and DOC officials are so consumed with other matters, that the terminations of nearly four hundred lower grade rank-and-file employees does not rise to the level of being considered a managerial priority. For example, we have identified at least five employees on the retention register that have been called to active military duty and at least one who received a RIF notice in violation of the personnel regulations. This demonstrates that management does not even have any concern for the employees who are currently fighting to protect your freedoms.

Since you are committed to force our organization into filing another PERB complaint for your failure to bargain over the RIF with the expectation of further delaying bargaining, we will accommodate you. Again, FOP/DOC insists on commencing with impact and effect bargaining over the RIF as soon as possible. Also, we are again requesting to bargain over working conditions. Please notify me promptly of proposed dates for RIF bargaining and working condition contract bargaining.

Sincerely,


William H. Dupree, Chairman
FOP/DOC Labor Committee

BAPTISTE & WILDER, P.C.

ATTORNEYS AT LAW

1150 CONNECTICUT AVENUE, N.W., SUITE 500

WASHINGTON, D.C. 20036

(202) 223-0723

JAMES F. WALLINGTON

March 11, 2002

FACSIMILE (202) 223-9677
E-MAIL BapWild@aol.com

**VIA FACSIMILE (202) 727-6887
AND FIRST CLASS MAIL**

Michael A. Jacobs, Esq.
Supervisory Labor Relations Specialist
Executive Office of the Mayor
Office of Labor Relations & Collective Bargaining
441 Fourth Street, N.W., Suite 200 South
Washington, D.C. 20001

Re: Refusal to Meet and Bargain with FOP/DOC LC

Dear Mr. Jacobs:

Mayor Anthony A. William's Office of Labor Relations and Collective Bargaining is engaged in identical conduct found to be violative in the Hearing Examiner's Report and Recommendation in FOP/DOC Labor Committee v. D.C. Department of Corrections, PERB Case Nos. 00-U-36 and 00-U-40 at pages 34-36, dated July 9, 2001. The refusal to engage in substantive negotiations pending agreement on ground rules, and other procedural matters, is a violation of CMPA. UDCFA/NEA v. UDC, PERB Case No. 90-U-23, Opinion No. 297 (1992).

Your refusal to meet and bargain regarding impact and effects of Reductions-In-Force, solely based upon your request for prior receipt of the Union's proposals, is a similar violation of the Mayor's bargaining obligation under CMPA. Rather than avoid further litigation before PERB, you have evidently expressed Mayor William's desire to violate the CMPA with regard to the rights of Department of Corrections employees represented by FOP/DOC Labor Committee.

FOP/DOC Labor Committee expects OLRBC and DOC representatives to meet at a date listed in Mr. Dupree's March 11th letter to you. Such meeting will not prohibit further PERB Complaint filings by FOP/DOC Labor Committee based upon the conduct of the Mayor's office in this matter.

Very truly yours,

BAPTISTE & WILDER, P.C.

By:


James F. Wallington

cc: William H. Dupree, Chairman, FOP/DOC LC

GOVERNMENT OF THE DISTRICT OF COLUMBIA
OFFICE OF LABOR RELATIONS
AND COLLECTIVE BARGAINING



EXECUTIVE OFFICE

March 12, 2002

VIA FACIMILE 202.223.9677 AND FIRST CLASS MAIL

James F. Wallington, Esq.
Baptiste & Wilder, P.C.
1150 Connecticut Avenue, N.W.
Suite 500
Washington, D.C. 20036

VIA FACSIMILE 202.7 37.1890 AND FIRST CLASS

William H. Dupree, Chairman
Fraternal Order of Police
Department of Corrections Labor Committee
711 4th Street, NW
Washington, DC 20001

Dear Mr. Dupree and Mr. Wallington:

Mr. Dupree states in his most recent correspondence that the Union has drafted proposals related to the reduction in force but find it "unfeasible" to provide management with copies of the proposals or the issues that are the subject of the proposals. Management has never requested that the Union present proposals as a condition of bargaining. If you will review my correspondence to the Union from this week and last week, you will see that I requested that the Union identify the issues to be discussed or proposals (which presumes proposal are drafted). As I have explicitly stated, the purpose of the request for issues or proposals is to prepare for bargaining and assure the appropriate persons are available to quickly address and resolve issues.

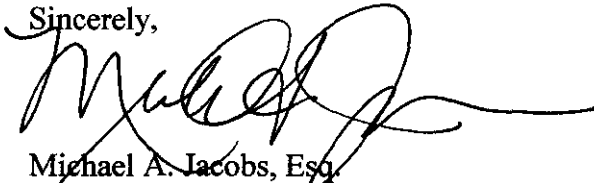
Given the Union's refusal to identify a single issue related to the impact and effects of the reduction in force, I can only conclude that there are no issues for bargaining. If this conclusion is not based on the true facts, I offer this one last suggestion to move this matter along. Please contact me at (202) 724-2184, to identify the subject matter of the proposals the Union has prepared or is preparing, or those issues that can be addressed most immediately in a meeting with management. Alternatively, I am available for a brief preliminary meeting to identify issues or subject matters for bargaining.

On a final note, in his correspondence dated March 11, 2002, Mr. Wallington has misinterpreted the Hearing Examiner's finding in FOP/DOC Labor Committee v. D.C.

Department of Corrections, PERB Case Nos. 00-U-36 and 00-U-40 (July 9, 2001). The Hearing Examiner determined the management's conduct **did not** violate the D.C. Code and that management bargained in good faith. The Hearing Examiner dismissed each of the Union's unfair labor practice allegations. Mr. Wallington further mischaracterizes management's request that the Union identify the issues related to the impact and effects of the RIF, as a refusal to engage in substantive negotiations. Management has repeatedly requested that the Union identify the substantive impact and effects issues so that it can prepare for and engage in substantive and meaningful bargaining. Management has not conditioned negotiations on any matter.

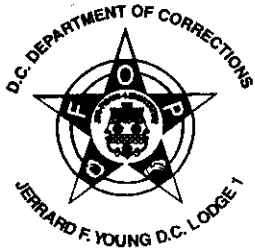
In conclusion, please provide the substantive issues or proposals for bargaining or contact me at (202) 724-2184 to identify those issues.

Sincerely,

A handwritten signature in black ink, appearing to read 'Michael A. Jacobs', with a long, sweeping horizontal line extending to the right.

Michael A. Jacobs, Esq.
Supervisory Labor Relations Officer

cc: Mary Leary
Walter Wojcik
James Anthony
Joan Murphy
Armetia Mobley



Fraternal Order of Police

Department of Corrections Labor Committee

711 4th Street, Northwest
Washington, D.C. 20001

Phone 202-737-3505
Fax 202-737-1890

March 12, 2002

Web site: <http://www.fopdoc.com>
email: fopdocdc@aol.com

Michael Jacobs, Esq.
OLRCB
441 4th Street, NW
Washington, DC 20001

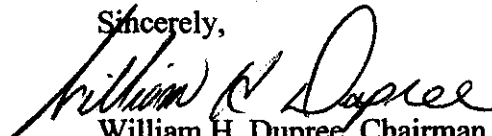
Dear Mr. Jacobs:

I trust you have reviewed the letter submitted to your yesterday by FOP/DOC's Legal Counsel James F. Wallington regarding your refusal to bargain over the impending reductions-in-force (RIF). For your information it would be unfeasible for me to forward FOP/DOC proposals because we are drafting new proposals daily based on the volumes of complaints we are receiving from our membership. To submit a list at this time would only serve as a partial list of proposals. Given Management's current and past practice of refusing to bargain over any changes in terms and conditions of employment, after discussing a partial list of proposals, I am doubtful that management would ever reconvene to complete bargaining, therefore, we will continue to draft new proposals until the date of bargaining sessions.

Regarding your concerns of knowing the issues so that you can arrange to have the appropriate Department of Corrections Official present, I can assure you that the issues includes but are not limited to staffing and safety at the DC Jail, performance rating, residency preference, budgeted funded positions and creating new position and filling them non-competitively.

Finally, I found a change in your official position regarding management's inability to engage in contract negotiations at the same time it is working to implement the RIF. As you may recall, during the May, 2001 RIF that was subsequently rescinded, not only did we engage in RIF bargaining and contract negotiations simultaneously, but it was by your authority that we did so at FOP/DOC's objection. Also, the executed ground rules make no provisions for negotiations to be postponed for any reason except by mutual consent. Therefore, please contact me with dates for RIF bargaining and working conditions contract negotiations.

Sincerely,


William H. Dupree, Chairman
FOP/DOC Labor Committee



Fraternal Order of Police

Department of Corrections Labor Committee

711 4th Street, Northwest
Washington, D.C. 20001

Phone 202-737-3505
Fax 202-737-1890

Web site: <http://www.fopdoc.com>
email: fopdocdc@aol.com

March 13, 2002

Michael Jacobs, Esq.
OLRC
441 4th Street, NW
Washington, DC 2001

Dear Mr. Jacobs:

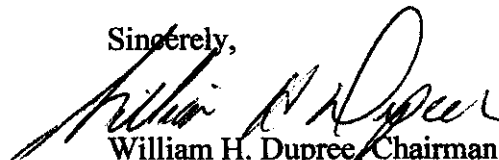
This is a follow up to our conversation yesterday afternoon when I called you to confirm your receipt of my letter identifying the issues that FOP/DOC plans to discuss during bargaining over the impending reductions-in force.

After acknowledging receipt of the information, you informed me that you would contact Department of Corrections Officials to determine their availability to meet and you would then promptly submit to me proposed dates for bargaining; however, you have failed notify me as committed.

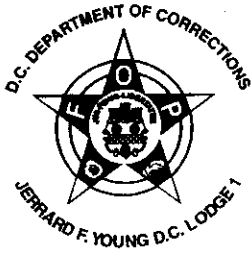
Please be reminded that the separation dates for those employees that have received RIF notices is rapidly approaching and Management has categorically refused to bargain over the reductions. Also, FOP/DOC must have proposed dates so that the bargaining team members can make the necessary arrangements to be relieved of duty.

Finally, FOP/DOC continues to insist that Management comply with the terms of the executed ground rules governing Working Conditions Contract Negotiation immediately. Management has refused to bargain over working condition for over eight months and while your plan to delay Working Conditions Contract Negotiations until after all RIFs are complete is apparent, it is a complete violation of the statute as well as the ground rules. Your prompt attention to these matters is appreciated.

Sincerely,



William H. Dupree, Chairman
FOP/DOC Labor Committee



Fraternal Order of Police

Department of Corrections Labor Committee

711 4th Street, Northwest
Washington, D.C. 20001

Phone 202-737-3505
Fax 202-737-1890

March 21, 2002

Web site: <http://www.fopdoc.com>
email: fopdocdc@aol.com

Michael Jacobs, Esq.
441 4th Street, NW
Washington, DC 2001

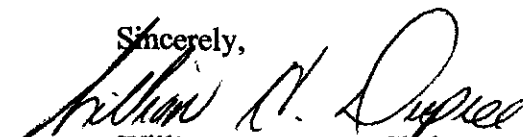
Dear Mr. Jacobs:

On March 18, 2002, representatives from the DC Office of Personnel, the Department of Corrections and FOP/DOC Labor Committee met to bargain over the impending reductions-in force. During that meeting, you agreed to have the written agreements or Management's disposition to FOP/DOC's proposal to me the following day (3/19/02). It is now three days later and one day before the RIF is to take effect and you have failed to honor your commitment.

Also, FOP/DOC has repeatedly requested for nearly the past six months that the parties return to the bargaining table to negotiate the working condition contract, which has a direct impact on the RIF. Your office and DOC has openly refused to meet even though the refusal is a direct violation of the executed working conditions ground rules. You have attempted to justify refusing to meet and negotiate the working conditions contract based on your assertion that RIF bargaining must be complete before working conditions negotiations could commence; however, this newly found claim is based on a false premise. Specifically, by reviewing the attached schedule, you will find that Management met for working conditions on October 17th 2001 and RIF Bargaining two days later on October 19, 2001.

Finally, on March 4, 2002, I submitted to you FOP/DOC's proposals for the two Articles of the working conditions contract that remains outstanding. You have refused to submit a disposition, counter proposals or to meet to renegotiate these Articles as required by the ground rules. Management's *preplanned scheme to intentionally delay* RIF bargaining and working conditions contract negotiations until after all RIFs have been complete has been a temporarily successful endeavor; however, this bad faith action will prove not to be in the best interest of the District.

Sincerely,



William H. Dupree, Chairman

GOVERNMENT OF THE DISTRICT OF COLUMBIA
OFFICE OF LABOR RELATIONS
AND COLLECTIVE BARGAINING



EXECUTIVE OFFICE
October 4, 2001

RECEIVED
BY *MAK* DATE *10/5/2001*

VIA FACSIMILE AND MAIL

William H. Dupree, Chairman
Fraternal Order of Police
Department of Corrections Labor Committee
711 4th Street, NW
Washington, DC 20001
202-737-1890

Dear Mr. Dupree:

The Department of Corrections Bargaining team is available to meet on the following dates:

Working Conditions - October 17, 2001, 10 am to 4 pm at Grimke

Reduction in Force, Impact and Effects – October 19, 2001, 10 am to 1 pm at Grimke

If these arrangements are suitable for you and your bargaining committee, please advise.

Sincerely,

Walter W. Wojcik, Jr., Esq.
Labor Relations Officer

cc: Mary Leary
Odie Washington
James Anthony
Joan Murphy
Michael Jacobs



Fraternal Order of Police

Department of Corrections Labor Committee

711 4th Street, Northwest
Washington, D.C. 20001

Phone 202-737-3505
Fax 202-737-1890

Web site: <http://www.fopdoc.com>
email: fopdocdc@aol.com

April 2, 2002

Michael Jacobs, Esq.
Walter Wojick, Jr. Esq.
Office of Labor Relations &
Collective Bargaining
441 4th Street, NW
Washington, DC 20001

Mr. Jacobs and Mr. Wojick:

This letter is in response to your letters I received yesterday after noon concerning the reduction-in force related matters and the Working Conditions Agreement.

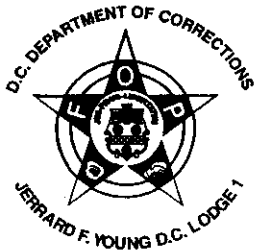
Based on the information you have provided, FOP/DOC can tentively agree on the Duration and Finality of Agreement (Article 36) pending the submission of the supplemental Memorandum of Understanding deferring the arbitration of outstanding arbitrations. As far as the Union Security and Dues Deduction (Article 4), please find enclosed FOP/DOC's counter proposal. In accordance with the Ground Rules, FOP/DOC's Representatives are prepared to meet immediately to negotiate this Article.

With respect to the RIF related matters, on March 26, 2002, I submitted the attached RIF Bargaining Proposal Agreements as the result of the session held on March 18, 2002. It is nearly two week after the effective date of the March 2, 2002 RIF and one day prior to the next RIF effective date and I have not been provided with an executed copy of the agreement. Also, I have not received the information Management committed to provide the Union during the March 18, 2002 bargaining session that is maintained and easily accessible to Management. Also, FOP/DOC Representatives are prepared to meet immediately to barganing over the RIF that is effective April 3, 2002.

Sincerely,

William H. Dupree, Chairman
FOP/DOC Labor Committee

CC: James F. Wallington, Esq.



Fraternal Order of Police

Department of Corrections Labor Committee

711 4th Street, Northwest
Washington, D.C. 20001

Phone 202-737-3505
Fax 202-737-1890

March 26, 2002

Web site: <http://www.fopdoc.com>
email: fopdocdc@aol.com

Michael Jacobs, Esq.
441 4th Street, NW
Washington, DC 2001

Dear Mr. Jacobs:

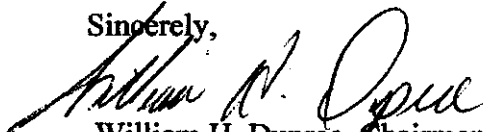
This is in response to your March 22, 2002, correspondence identifying Management's disposition on the RIF Bargaining Proposals FOP/DOC's Representatives presented on March 18, 2002. Please find enclosed FOP/DOC's Proposal Agreement based on the management's responses.

For the record, FOP/DOC stringently disagree with management's unilateral determination that most of FOP/DOC proposals are non-negotiable because they interfere with management's rights. PERB had held over and over that matters involving managements rights are non-negotiable, the effects, impact, and implementation of management rights are the proper subject for bargaining provided that the Union demand to bargain. This fact was mirrored in a recent decision rendered by PERB's Hearing Examiner in the matter of FOP v DOC. Nevertheless, FOP/DOC requests that Management schedule additional dates for bargaining session to address the RIF that is effective on April 3, 2002.

Also, I am requesting that Management comply with the terms of the executed ground rules governing working conditions contract negotiation. FOP/DOC have been overly patience for approximately six months with management refusal to meet for working conditions contract negotiation. As you might recall, FOP/DOC was force to file an unfair labor practice complaint against the District in order to persuade Management to initially commence working conditions contract negotiation and we are attempting to avoid taking that course of action to continue negotiations.

Please provide to me by Friday, March 29, 2002, Management's proposed dates during the week of April 1, 2002, that the parties can meet for RIF and Working Conditions Contract bargaining. Your prompt response is appreciated.

Sincerely,


William H. Dupree, Chairman

**MARCH 18, 2002 RIF BARGAINING PROPOSALS AGREEMENT
BETWEEN
FOP/DOC LABOR COMMITTEE & THE DEPARTMENT OF CORRECTIONS**

Pursuant to the discussions on March 18, 2002 concerning FOP/DOC RIF Bargaining Proposals dated March 15, 2002, and Management's response dated March 22, 2002, the parties agree to the following:

1. The parties agree that when it becomes necessary for the Department of Corrections to recall employees in any profession or job classification, Management shall fill the position under the procedures of the Displaced Employee Program (DEP), which requires recall for employees with the greatest seniority in descending order.
2. The parties agree that Residency Preference challenges shall be presented to the DC Office of Personnel (DCOP) for investigation and adjudication. DCOP shall promptly verify the appropriate proof of residency for employees subject to the challenge. Employees who are entitled to but have not received residency preference shall notify the DCOP and provide the appropriate proof of residency.
3. An agreement shall be valid if reduced comprehensively in writing and signed by the parties. Any disputes concerning the interpretation or application of any agreement may be submitted to arbitration in accordance with Article 10 of the tentative working conditions collective bargaining agreement.
4. The parties agree and understand that the terms of this agreement does not preclude FOP/DOC from challenging all proposals that management has deemed non-negotiable and this agreement will in no way be viewed as a waiver by FOP/DOC to appeal management decisions regarding current and/or previous FOP/DOC RIF Bargaining Proposals.
5. The parties agree and understand that FOP/DOC reserves the right to submit additional RIF proposal and execution of this agreement does not constitute the completion of RIF bargaining.

FOR MANAGEMENT

FOR THE UNION

ARTICLE 4
UNION SECURITY AND DUES DEDUCTIONS

Section 1: The terms and conditions of employment contained in this Agreement shall apply to all bargaining unit employees without regard to Union membership. Employees covered by this Agreement have the right to join or to refrain from joining the Union.

Section 2: Pursuant to DC Code Section 1-618.7, the Employer shall deduct dues from the bi-weekly salaries of those employees who authorize the deduction of said dues. The dues check off authorization may be cancelled by the employee at any time upon notification to the Union and the Employer. When Union dues are cancelled, the Employer shall withhold a service fee without written authorization.

Section 3: The employee's authorization shall be forwarded to the Office of Labor Relations and Collective Bargaining along with D.C. Form 277.

Section 4: The Union dues and service fees shall be transmitted to the union, minus 75 cents for the administrative cost associated with the collection of said dues and service fees.

Section 5: The Employer and the District Government as a whole shall be indemnified or otherwise held harmless for any errors or omission in carrying out his Article.

Section 6: The service fee to non-union members shall be equal to the amount of dues. The Union shall be solely responsible for notifying service fee employees, that they have certain constitutional rights under Hudson v. Chicago Teachers Union and related cases. Should the Union's annual Hudson plan result in any challenges or objections, the arbitration award shall establish the amount of service fee for non-members.

Section 7: Union membership shall not be a condition of employment.

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FOR MANAGEMENT

FOR THE UNION

GOVERNMENT OF THE DISTRICT OF COLUMBIA
OFFICE OF LABOR RELATIONS
AND COLLECTIVE BARGAINING



EXECUTIVE OFFICE

VIA FACSIMILE AND FIRST CLASS MAIL

April 3, 2002

William H. Dupree Chairman
Fraternal Order of Police
Department of Corrections Labor Committee
711 4th Street, Northwest
Washington, DC 20001

Dear Mr. Dupree:

The Department of Corrections (DOC or Department) is pleased to announce that with the support of the Mayor, the Deputy Mayor for Public Safety, and the interim Chief Financial Officer for DOC, the Department of Corrections has been successful in preserving 66 correctional officer positions (DS-007 grades 9 and 8). These positions were scheduled for abolishment in the April 3, 2002, Reduction in Force (RIF).

The Department was able to obtain approval for the correctional officer positions by clearly citing its need to maintain acceptable standards in security staffing for the age specifically the Central Detention Facility (D.C. Jail). Each bargaining unit employee affected by this action will receive an official notice from the D.C. Office of Personnel.

Attached, for your information, is a copy of the April 2, 2002, amendment to Administrative Order No. OM 02-02 (approved February 27, 2002), which excluded 66 Correctional Officer positions from the April 3, 2002, RIF. If you have questions concerning this matter, including the amendment, please contact me as soon as possible.

Sincerely,

Michael A. Jacobs, Esq.
Supervisory Labor Relations Officer

Attachment

cc: Mary Leary
James Anthony
Joan Murphy
Plumb Fulton

04/03/02 18:25 0000 000
Apr-03-02 12:52 From:OFFICE OF ADMINISTRATIONDC OLRCH
202-673-2230

1-012 P.03/00

103/004

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF CORRECTIONS

Office of the Director

MEMORANDUM

TO: Mayor Anthony A. Williams

THROUGH: John A. Keskinen *JA*
City Administrator

THROUGH: Margaret Nedelkoff Kellen *MK*
Deputy Mayor, Public Safety and Justice

THROUGH: Milou Canlan *MC*
Director of Personnel

FROM: *OW*
Odie Washington
Director

DATE: April 2, 2002

SUBJECT: Departmental Reduction-In-Force

RE: Phase III: Central Facility Closure

Submitted herewith for your consideration and approval is my request to amend Administrative Order No. OM 02-02 approved February 27, 2002. The Administrative Order, which is comprised of 100 incumbent positions, must be amended to exclude the 66 Correctional Officer positions and UTPS numbers (DS-007 grades 8 and 9).

At my request, today, the Corrections Trustee has agreed to allow the Department of Corrections (DOC) to have flexibility to exercise its discretion to make adjustments in the use of \$12 million to cover any personnel or operational obligation borne by the Department during fiscal year 2002, as they relate directly to responsibilities associated with Lorton's operations and closure.

Reduction in force notices have been issued and staff are due to separate April 3, 2002. Therefore your prompt attention to this matter is appreciated.

I look forward to your favorable response.

04/03/02 18:28 0000 000
Apr-03-02 12:52 From OFFICE OF ADMINISTRATION

DC OLRCS
202-873-2255

1-012 1.06/06 004/004

Departmental Reduction-In-Force
April 2, 2002
Page 2

Anthony A. Williams

Approved
Anthony A. Williams, Mayor

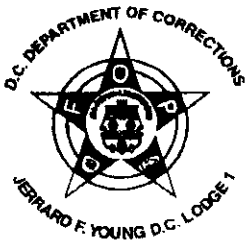
Not Approved
Anthony A. Williams, Mayor

4/2/02
Date

Date

cc: James L. Anthony, Deputy Director for Administration
Marvin L. Brown, Deputy Director for Operations
John Clark, Corrections Trustee
Kathleen Patterson, D.C. City Councilperson
Natwar Ghandi, Chief Financial Officer
Mary E. Leary, Director of Labor Relations & Collective Bargaining
Joan E. Murphy, Special Projects Officer
Plumb G. Fulton, Assistant Director of Personnel
William H. Dupree, Chairman, FOP/DOC Labor Committee

Attachments



Fraternal Order of Police

Department of Corrections Labor Committee

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Washington, D.C. 20001

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April 15, 2002

Michael Jacobs, Esq.
Walter Wojick, Jr. Esq.
Office of Labor Relations &
Collective Bargaining
441 4th Street, NW
Washington, DC 20001

Mr. Jacobs and Mr. Wojick:

This letter is submitted to express my objections to your continued stalling of bargaining in good faith with our Labor Committee over the reductions-in-force (RIF) and the Working Conditions Agreement.

I have requested over and over again to meet concerning the RIF and Working Conditions Agreement negotiation and your office has completely refused and delayed bargaining at ever turn.

On March 26, 2002, I submitted a letter to you concerning the execution of the RIF Bargaining Proposal Agreements reached during a March 18, 2002 meeting. I sent a follow up letter on April 2, 2002 regarding the same issue. As of this date, FOP/DOC has not received an executed copy of the agreement, which denied our members the right to enforcement of the agreement.

With respect to the Working Conditions Agreement, on April 2, 2002, I submitted a letter tentatively agreed on the Duration and Finality Article of the Working Conditions agreement, and a revised proposal to the Union Security and Dues Article. As of this date I have not received a disposition on this Article and Management has refused to meet for bi-monthly negotiation sessions despite the fact that I have requested to meet for negotiation sessions repeatedly for the past six (6) months.

The transparent ways in which you have delayed performing your statutory duty to bargain in good faith over the RIF and the Working Conditions Agreement.

Specifically, on Monday, April 8, 2002 I spoke with Mr. Wojick regarding the status of the Working Conditions negotiation. I was informed that the had to speak to Mr. Jacobs who was off and expected to return the following day.

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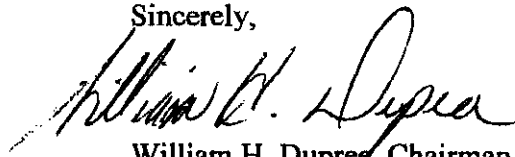
On the following day, April 9, 2002, I spoke with Mr. Jacobs regarding the delay in executing the RIF Bargaining proposals, FOP/DOC's demand to continue RIF Bargaining and to follow up on the Working Conditions Agreement. Mr. Jacobs informed me that Mr. Wojick would be off for the remainder of the week and he would speak to him up upon his return the following week.

This morning, I contacted your office to find that neither of you will be available for the next two (2) days. In the interim, all of the outstanding issues affecting FOP/DOC members remain dormant.

There is absolutely no excuse for Management's willful refusal to bargain over the RIF and the Working Conditions. Both of you gentlemen were present at each Working Conditions Contract negotiation session and during the times that one of you are absent does not justify placing the entire collective bargaining process in abeyance at the expense of our members until it is convenient for your office to address this matters. Additionally, neither party has declared impasse on the Working Conditions Negotiations and therefore, Management is required to meet for negotiation sessions at least twice per month as specified in the ground rules.

In closing, please be advised that we have been as patient as any one could expect and it is a sad state of affairs that we are again being placed in a situation that a third party agency must intervene to persuade Management to fulfill its statutory duty.

Sincerely,

A handwritten signature in black ink, appearing to read "William H. Dupree", written in a cursive style.

William H. Dupree, Chairman
FOP/DOC Labor Committee

CC: James F. Wallington, Esq.